

NANTUCKET MEMORIAL AIRPORT COMMISSION

June 10, 2016

Agenda

1. Announcements
 - a. This Meeting is Being Audio Recorded
2. Review and Approve:
 - a. Agenda
 - b. 4/2-4/5/16 Draft ATM Minutes - *Pending*
 - c. 5/9/16 Draft Minutes
 - d. Ratify 5/18/16 & 6/1/16 Warrants
 - e. Approve 6/15/16 Warrant
3. Public Comment
4. Pending Matters
 - a. **042214-2** Formerly Used Defense Site (FUDS) Status
 - b. **011216-1** Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.
 - c. **011315-2** General Fund Repayment Proposal and Discussion of In-Kind Services
5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
6. FAA Grant Acceptance
 - a. **060716-1** AIP #64 Construct Airfield Electrical Vault - \$1,148,850
 - b. **060716-2** AIP #65 Upgrade Public Address/Flight Information Display System / Install Computers and Interactive Employee Training System - \$639,000 - *Pending*
7. **122215-1** Air Service Update
8. **060716-3** McGrath Family Trust Request to Sub-Lease Freight Hangar to Eastern Air Freight, LLC
9. **060716-4** Non-Union Employees FY17 COLA Discussion & Possible Approval
10. Manager's Report
 - a. Project Updates
 - i. Modernization of the Air Traffic Control Tower
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Statistics
 - e. Personnel Report
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21 (a)
 - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 5/28/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 11/25/14, 2/24/15, 3/10/15, 4/14/15, 5/12/15, 6/9/15, 7/14/15, 8/11/15, 9/8/15, 10/13/15, 11/10/15, 12/8/15, 12/22/15, 1/12/16, 1/19/16, 2/9/16, 3/9/16 and 4/19/16 for possible release; and 5/9/16 for review and possible release, and
 - b. Clause 6: To consider the purchase, exchange, lease or value of real property with respect to Exhibit A. The Chair has determined that an open session may have a detrimental effect on the negotiation position of the Airport Commission, and
 - c. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation and/or litigation position of the Airport Commission.



Town of Nantucket
NANTUCKET MEMORIAL AIRPORT
14 Airport Road
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager
Phone: (508) 325-5300
Fax: (508) 325-5306



Commissioners
Daniel W. Drake, Chairman
Arthur D. Gasbarro, Vice Chair
Anthony G. Bouscaren
Andrea N. Planzer
Jeanette D. Topham

DRAFT

AIRPORT COMMISSION MEETING

May 9, 2016

The meeting was called to order at 4:00 pm by Chairman Daniel Drake with the following Commissioners present: Vice Chair Arthur Gasbarro, Jeanette Topham and Anthony Bouscaren. Andrea Planzer participated by phone due to geographical distance.

The meeting took place in the 2nd floor Training Room at the Public Meeting Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, Janine Torres, Office Manager, Noah Karberg, Environmental Coordinator, and Mae Williams, Administrative Assistant.

Mr. Drake announced the meeting was being audio and video recorded.

Mr. Drake asked for comments on the Agenda. Hearing none, the Agenda was adopted.

Mr. Drake noted the minutes from ATM, 4/2/16 and 4/5/16 are still pending.

Ms. Topham made a **Motion** to approve the minutes of 4/19/16. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye
Mr. Bouscaren - Aye
Ms. Planzer - Aye
Ms. Topham - Aye
Mr. Drake - Aye

Mr. Bouscaren made a **Motion** to ratify the warrant of 5/4/16. **Second** by Mr. Gasbarro and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye
Mr. Bouscaren - Aye
Ms. Planzer - Aye
Ms. Topham - Aye
Mr. Drake - Aye

020916-1 Public Hearing to consider Proposed Rates & Charges – Mr. Drake opened the Public Hearing at 4:02 pm.

Mr. Rafter reviewed the proposed changes to the Rates & Charges and noted two (2) public requests to modify General Aviation fees were included in the packet for Commission consideration; but did not recommend them.

Mr. Drake asked for public comments. Hearing none, the Public Hearing was closed at 4:06 pm.

Mr. Bouscaren made a **Motion** to approve the changes in the Rates & Charges as set forth in the document presented. **Second** by Ms. Topham and **Adopted** as presented by the following roll-call vote:

Mr. Gasbarro - Aye
Mr. Bouscaren – Aye
Ms. Planzer _ Aye
Ms. Topham – Aye
Mr. Drake – Aye

Pending Matters

042214-2 Formerly Used Defense Site (FUDS) Status – Mr. Rafter reported the Army Corps of Engineers is hoping to have a draft of the Remedial Investigation Report (RMI) by the end of May 2016.

011216-1 Emily Air LLC Request for Sub-Lease to Fly Blade, Inc. – Mr. Rafter reported that discussion is needed with Fly Blade to review restrictions. Badging is proceeding for Fly Blade employees. The sub-lease is subject to approval by MassDOT Aeronautics Division and is currently under MassDOT review.

011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services – Mr. Rafter reported a transmittal letter was drafted to the Federal Aviation Administration (FAA) and MassDOT for their approval of the repayment proposal.

Pending Leases and Contracts

Mr. Rafter presented the following Leases and Contracts:

- ➔ **Wiggins Airways** – 2016 Operating Agreement for Fed Ex/UPS Air Freight, \$1,500.00 Annual Business Fee, plus Landing and Freight Fees.
- ➔ **Hyannis Air Service, Inc.** – 2016 Lease Agreement for \$96,480.00 rent plus \$1,500.00 Annual Business Fee, plus Landing Fees.
- ➔ **Piedmont Airlines, Inc.** – 2016 Annual Business Fee of \$1,500.00 for Ground Handling for American Airlines and their affiliates.
- ➔ **Shoreline Aviation, Inc.** – 2016 Air Charter Operating Agreement Annual Business Fee of \$1,500.00 plus Landing and Ramp Fees.
- ➔ **Nantucket Express** – 2016 Air Charter Operating Agreement Annual Business Fee of \$1,500.00 plus Landing and Ramp Fees.
- ➔ **Toscana Corporation** – Lease Amendment One (1) to increase lot size of 12,841 sq. ft. for \$12,105.00 additional rent, retroactive to May 1, 2016.
- ➔ **Island Barge, Inc.** – Lease Amendment Two (2) to increase lot size of 14,628 sq. ft. for \$13,830.00 additional rent, retroactive to May 1, 2016. - *PENDING*

Ms. Topham made a **Motion** to approve all Leases set forth on Exhibit 1 excepting Island Barge, Inc. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye
Mr. Bouscaren – Aye
Ms. Planzer _ Aye
Ms. Topham – Aye
Mr. Drake – Aye

- ➔ **MassDOT** – Grant Extension for ARFF Vehicle, AIP 59, for \$32,025.00 needed for crossing fiscal years only.
- ➔ **Scheidt & Bachman, USA** – Contract for replacement parts and additional chip coins for Parking System for \$5,157.00.
- ➔ **ENE Systems, Inc.** – Three (3) year Contract for On Call Services for HVAC Repair and Maintenance, not to exceed \$115,900.00.
- ➔ **ENE Systems, Inc.** – Three (3) year Contract for On Call Services for Oil Fired Furnace Repair and Maintenance, not to exceed \$115,900.00.
- ➔ **ENE Systems, Inc.** – Three (3) year Contract for On Call Services for Geothermal Systems Repair and Maintenance, not to exceed \$115,900.00.

Mr. Bouscaren made a **Motion** to approve all Contracts (except or Island Barge, Inc.) set forth on Exhibit 1. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye
Mr. Bouscaren – Aye
Ms. Planzer _ Aye
Ms. Topham – Aye
Mr. Drake – Aye

Environmental Report

- ➔ **Noise Abatement Program Update** - Noah Karberg, Environmental Coordinator, presented a Power Point presentation reviewing the Noise Abatement Program including the Landing Fee Incentive Program which is a 15% reduction for 85% compliance, Noise Compliance Summary, and the Pre-season efforts to promote the Program.
- ➔ **TON Solar Initiative** – Mr. Karberg reported SunEdison is declaring bankruptcy. Lauren Sinatra from Town’s energy office is having discussions with National Grid as a potential partner.

Mr. Drake commented for the record that he hopes the Town Manager and Energy Office are aware that if it is not the Airport’s project, and therefore, the mitigation effort is not our cost.

122215-1 Air Service Update – Mr. Rafter reported:

- ➔ Jet Blue began service on May 4, 2016.
- ➔ A survey was sent out to the focus group with a few responses received. Another survey will be sent out using Survey Monkey.
- ➔ Island Shuttle is looking to begin service in July or August.

050916-2 Crew Quarters Development Plan (Plan) – Mary Walsh from the Federal Aviation Administration (FAA) has approved the plan and details. Additional meetings with the FAA will be scheduled to determine what mechanisms are available to ensure compliance with FAA grant assurances and regulations regarding land transfers. The revised plot plan from the surveyors is still pending. Ms. Planzer suggested adding the number of MedFlights to the Plan. Ms. Walsh agreed and noted she would sign the revised Plan.

050915-2 Legal Counsel Discussion – Mr. Drake aid he had discussed with Mr. Rafter whether to add Anderson & Kreiger as co-counsel for use with any FAA or MassDOT aviation matters.

Mr. Gasbarro made a **Motion** to appoint Anderson & Kreiger as co-counsel to the Airport. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye
Mr. Bouscaren – Aye
Ms. Planzer _ Aye
Ms. Topham – Aye
Mr. Drake – Aye

Manager’s Report – Mr. Rafter reported:

Project Updates

- ➔ ATCT construction is scheduled to be complete May 19, 2016 with the air traffic controllers being back in the rehabbed tower by third week of June and the mobile tower is to be removed offsite by June 25, 2016.
- ➔ A review with the Town Finance Department of the Capital Improvement Projects to determine borrowing requirements for the upcoming fiscal year was held with finalization pending.
- ➔ The terminal arrivals vestibule repairs have been completed.
- ➔ Restaurant outside entrance repairs have been completed.

RFP/Bid Status

- ➔ Bids have been received for the Airport Improvement Programs: Public Address/Flight information system (PA/FIDS), Interactive Employee Training System (IETS), and the Vault room upgrade.
- ➔ We did not receive any bids for the passenger boarding ramp and there will be a follow-up with vendors to discern the issues.
- ➔ Procurements are needed for an IT consultant, architectural services for employee housing, and on-call engineering services.
- ➔ Issues with the Town Procurement Officer on the Towns side regarding the Airport Gas lease bid are being evaluated.
- ➔ Finalizing bid documents for Sun Island Road parcels, runway paint supplier, fuel farm pipe painting, and parking lot system replacement are all in process. Mr. Drake suggested having Mr. Mackey take a look at the Airport Gas lease bid proposal if will be consolidated with the Town’s bid for vehicle fuel if it stays consolidated with Town.

Operations – Mr. Rafter reported:

- ➔ A nationwide foam contamination issue was brought to our attention by our FAA Certification Inspector and our foam supply tested positive as well. Maintenance and Operations have been working with Noah Karberg to come up with a solution.
- ➔ A temporary tent will be erected near the FBO to accommodate charter passengers and their luggage
- ➔ A meeting was held with Boston MedFlight to review the locations on the Airport that can be used while the Nantucket Cottage Hospital undergoes construction rehabilitation and it was requested that they propose to the contractor that the helipad at the hospital be part of the early phase of construction to minimize amount of time they would need to operate at the Airport.
- ➔ A request from a bi-plane operator is being reviewed.
- ➔ Cape Air arrivals from Boston will be utilizing the air taxi baggage claim area to minimize congestion in the summer arrivals area.

- ➔ On Friday, April 22, 2016 there was a significant leak in the Main Terminal Gate 1 area due to a broken coil in one of the roof top HVAC units.
- ➔ Island Shuttle is still in negotiations with Bill McGrath to sub-lease and operate the freight hangar.
- ➔ Daffodil weekend fuel sales and gallons sold were up over last year.
- ➔ Abandoned vehicles in the south ramp pen have been relocated.
- ➔ We are still working with Visitor Services for some level of Airport Ambassador availability for this season.
- ➔ FAA Part 139 inspection is scheduled for June 8-10, 2016.

Statistics – Mr. Rafter reviewed the March 2016 overall statistics.

- ➔ Operations are down 11.83% from March 2015. Year-to-date is down 0.39%
- ➔ Enplanements are down 52.22% from March 2015. Year-to-date is down 12.55%.
- ➔ Jet A gallons sold are up 66.67% from March 2015. Year-to-date is up 5.21%
- ➔ Jet A gallons sold are down 11.13% from April 2015.
- ➔ AvGas Gallons sold are up 40.78% from March 2015. Year-to-date is up 7.48%
- ➔ AvGas Gallons sold are up 3.53% from April 2015.
- ➔ Freight is down 38.35% from March 2015. Year-to-date is down 12.56%.
- ➔ 0 Noise Complaints were filed in April 2016.

Personnel Report – Mr. Rafter reported:

- ➔ Training for seasonal line crew operators began this week.
- ➔ One (1) FBO seasonal employee has returned from last year.
- ➔ Interviews for the Maintenance Supervisor position were conducted and Michael O’Neil has accepted the job offer.

Commissioners Comments

Mr. Drake referred to the Warrant that included the settlement of the General Administration/Administration building. He reminded Mr. Rafter to check with Legal Counsel to be sure we have the appropriate releases from the Surety.

There was a consensus to hold the minutes of the executive sessions relating to matters that are still pending.

Public Comment

None

Having no further business for Open Session, Mr. Bouscaren made a **Motion** to go into Executive Session, under G.L. Chapter 30A, Section 21A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 6 – to consider the purchase, exchange, lease or value of real property with respect to Exhibit A of the Airport Layout Plan and under Clauses 3 & 6 to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye
 Mr. Bouscaren – Aye
 Ms. Planzer – Aye
 Ms. Topham – Aye
 Mr. Drake – Aye

Meeting adjourned at 6:30 pm

Respectfully submitted,


Mae R. Williams, Recorder

Master List of Documents Used

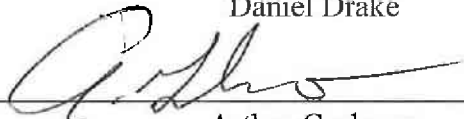
5/9/16 Agenda including Exhibit 1
4/19/16 Draft Minutes
5/4/16 Warrant Signature Sheet
Proposed Rates & Charges
Rates & Charges letter from R. Trinqué dated 3/22/16
Rates & Charges e-mail from M. Willmott to T Rafter dated 3/27/16
Wiggins Airways 2016 Lease Agreement
Hyannis Air Service, Inc. 2016 Lease Agreement
Piedmont Airlines, Inc. 2016 Lease Agreement
Shoreline Aviation, Inc. 2016 Operating Agreement
Nantucket Express 2016 Operating Agreement
Toscana Corporation Amendment 1 – increase in square footage
Island Barge, Inc. Amendment 2 – increase in square footage
MassDOT Contract Form – AIP 59 ARFF Vehicle (term extension)
Scheidt and Bachman USA, Inc. Contract – Miscellaneous supplies \$5,157.11
ENE Systems Contract, Inc. – 3 year on call HVAC Services
ENE Systems Contract, Inc. – 3 year on call Oil Burner Services
ENE Systems Contract, Inc. – 3 year on call Geothermal Services
ACK Noise Abatement Updates from Power Point Presentation – N. Karberg
A. Gasbarro to T. Rafter e-mail re: Solar Development dated 4/30/16
Essential Operations Crew Quarters Plan
March 2016 Statistics

Warrant 5/18/16

Please Sign and Date

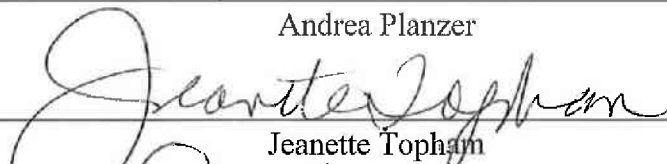
 5/8/16

Daniel Drake

 5/9/16

Arthur Gasbarro

Andrea Planzer

 5/9/16

Jeanette Topham

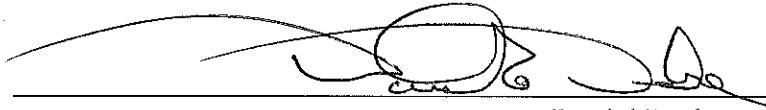
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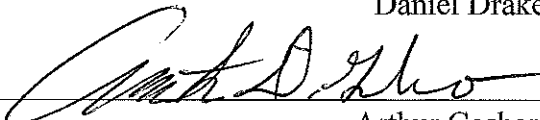
Anthony G. Bouscaren

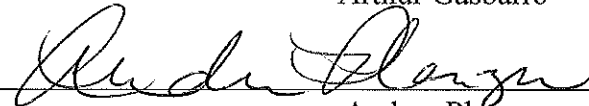
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Batch # <u>6165</u>	Total <u>50,049.63</u>	Date <u>5.3.16</u>	Initial <u>DT CM AB</u>
Batch # <u>6166</u>	Total <u>369,512.50</u>	Date <u>5.3.16</u>	Initial <u>DT CM AB</u>
Batch # <u>6182</u>	Total <u>4,338.22</u>	Date <u>5.6.16</u>	Initial <u>DT CM AB</u>
Batch # <u>6183</u>	Total <u>301,740.52</u>	Date <u>5.6.16</u>	Initial <u>DT CM AB</u>
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____


Warrant 6/1/16

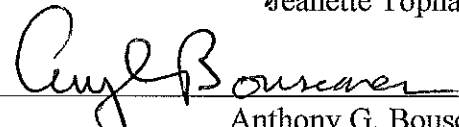
Please Sign and Date

 5/24/14
Daniel Drake

 5/23/14
Arthur Gasbarro

 5/24/14
Andrea Planzer

 5/25/16
Jeanette Topham


Anthony G. Bouscaren

Batch # <u>6240</u>	Total <u>58,943.30</u>	Date <u>5/16/16</u>	Initial <u>AG</u> <u>DP</u> <u>ST</u>
Batch # <u>6241</u>	Total <u>34,588.69</u>	Date <u>5/16/16</u>	Initial <u>AG</u> <u>DP</u> <u>ST</u>
Batch # <u>6250</u>	Total <u>32,574.84</u>	Date <u>5/16/16</u>	Initial <u>AG</u> <u>DP</u> <u>ST</u>
Batch # <u>6261</u>	Total <u>98,842.75</u>	Date <u>5/20/16</u>	Initial <u>AG</u> <u>DP</u> <u>ST</u>
Batch # _____	Total _____	Date _____	Initial _____
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Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____

Please Sign and Date

Daniel Drake

Arthur Gasbarro

Andrea Planzer

Jeanette Topham

Anthony G. Bouscaren

[illegible]



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator

6/7/16 Handout 011216-1



June 1, 2016

Nantucket Memorial Airport Commission
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554
ATTN: Thomas Rafter, Airport Manager

Re: Nantucket Memorial Airport
Sublease between Emily Air, LLC and Fly Blade, LLC

Dear Mr. Rafter:

The Nantucket Memorial Airport Commission (the "Commission") has requested consent from the MassDOT Aeronautics Division ("Aeronautics Division") to the above-noted Sublease pursuant to the Mortgage and Security Agreement, dated April 18, 2007, between the Town of Nantucket, acting by and through the Commission, and the Commonwealth of Massachusetts, acting by and through the Massachusetts Aeronautics Commission (now the Aeronautics Division).

Based on the attached Landlord Consent to Sublease to be executed by the parties thereto, this letter confirms the Aeronautics Division's consent to the Sublease.

Sincerely,

Jeffrey DeCarlo
Aeronautics Administrator

Attachment

cc: Tracy W. Klay, Deputy General Counsel, MassDOT and MBTA

LANDLORD CONSENT TO SUBLEASE

This Landlord Consent to Sublease (this “*Consent*”) is entered into by and among the **Nantucket Memorial Airport Commission** (“*Landlord*” or the “*Commission*”), having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554, **Emily Air, LLC** (“*Tenant*”), a Delaware limited liability company, having an address of 550 Barnstable Road, Hyannis, MA 02601, and **Fly Blade, Inc.** (“*Subtenant*”), a Delaware corporation, having an address of 499 E. 34th Street, New York, NY 10016.

Whereas, the Commission, as landlord, entered into a Lease Agreement dated March 25, 2014, as amended by First Amendment to Lease Agreement dated _____, 2016 (collectively, the “*Master Lease*”) with Tenant, as tenant, for the use of certain hangar space containing 9,124 square feet, more or less, located at 14 Airport Road, Nantucket, MA 02554 (as described more particularly in the Lease, the “*Premises*”), which Master Lease is incorporated herein;

Whereas, the Master Lease provides that Tenant shall not assign or sublet any portion of the Premises without Landlord’s prior written consent;

Whereas, Tenant wishes to sublease to the Premises to Subtenant, as subtenant, for a portion of the term of the Master Lease;

Whereas, Tenant has asked Landlord to consent to Tenant subleasing the Premises to Subtenant; and

Whereas, Landlord is amenable to the sublease, subject to the terms and conditions set forth in the Master Lease and those set forth herein.

Now, Therefor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant, and Subtenant agree as follows:

1. Consent. Landlord consents to Tenant subleasing the Premises to Subtenant, provided that Subtenant assumes the obligations of Tenant under the Master Lease, complies fully with the terms of the Master Lease, and complies with the terms set forth in this Consent (the Master Lease and this Consent, together, the “*Governing Documents*”).

2. No Sublease Approval, Modification of Master Lease. This Consent relates to Subtenant subleasing the Premises from Tenant and does not constitute consent to or approval of any term or provision of any agreement now or hereafter entered into by and between Tenant and Subtenant, including, without limitation, the Sublease. Landlord has not reviewed the terms of the Sublease in any detail and simply assumes that all such terms and provisions are consistent with the terms and provisions of the Master Lease. In the event Landlord’s assumption is incorrect and there is in fact a conflict between the terms and provisions of the Sublease and the terms and provisions of the Master Lease, then the terms and provisions of the Master Lease shall control.

3. Additional Terms. Landlord's consent to Subtenant subleasing the Premises from Tenant is expressly contingent upon Subtenant complying with the following terms and conditions, in addition to those set forth in the Master Lease:

- A. Sublease Term, Extension. Landlord consents to Tenant subleasing the Premises to Subtenant for a term of one (1) year, commencing on April 15, 2016 (as such term may be extended in accordance with this Consent, the "*Commencement Date*") and terminating on April 14, 2017 (such term, as may be extended or terminated in accordance with this Consent, the "*Sublease Term*"), provided, however, that if DOT has not granted its consent to Tenant under Section 4 by April 15, 2016, the Commencement Date shall begin five (5) days from Tenant's receipt of such consent and the term of the sublease shall be extended so as to allow Subtenant to use the Premises for one (1) full year. In the event that Tenant and Subtenant wish to extend the term of the sublease and inform Landlord of the same in writing at least ninety (90) days prior to the termination of the one (1)-year term, Landlord may, at its sole and absolute discretion, extend the sublease for up to four (4) additional and consecutive one (1)-year periods, for a total maximum term of no more than five (5) years, on the terms set forth herein and/or on such other terms as may be required by Landlord and agreed upon by the parties. Tenant and Subtenant acknowledge and agree that Tenant and Subtenant have no right to extend the sublease.
- B. License Area. Landlord hereby grants Subtenant a revocable license to use space outside the hanger, containing approximately 4,500 square feet as approximately shown on Exhibit A, attached hereto and incorporated herein (the "*License Area*"), which Subtenant agrees to use solely for the temporary parking of aircrafts (not for storage or maintenance) on the same terms and conditions as set forth in the Master Lease (as if it were the Tenant thereunder) and this Consent, for a term concurrent with Subtenant's use of the hanger space, unless terminated by Landlord for any or no reason, provided Landlord gives Subtenant at least fourteen (14) days prior written notice thereof. For the purposes of this Consent, all references to Premises in the Governing Documents shall be deemed to include the License Area, except that Subtenant's use of the License Area shall be governed on such rules and regulations that Landlord may promulgate, as the same may be amended from time to time, and the insurance to be carried by Subtenant hereunder shall include the License Area. Subtenant shall pay the sum of \$165 a month directly to Landlord for use of the License Area.
- C. Fees. In addition to paying any sums owed to Landlord under the Master Lease, Subtenant shall pay monthly, in advance, during the Sublease Term, in the same manner in which, and subject to the same terms and conditions applicable to, the payment of Base Rent under the Master Lease (including, without limitation, the obligation to make a late payment fee), certain fees and other charges, including, without limitation, landing fees, fuel fees, ID Card fees, and Business Fees, in amounts set forth in the rates and charges schedules published by Landlord, as such amounts may be changed from time to time (but such charges shall not include a ramp fee).
- D. Performance Deposit. Subtenant shall deposit the sum of \$5,000 with Landlord to ensure Subtenant's compliance with the terms of the Governing Documents, including, without

limitation, Subtenant's obligation to pay Base Rent, the amounts owed under Section B above, and any other payments owed to Landlord, and to carry insurance under the Master Lease (the "*Performance Deposit*"), but said amount shall not limit Subtenant's obligations under the Governing Documents or Landlord's right to recover in full any amounts due to Landlord under the Governing Documents from Tenant and/or Subtenant. Subtenant shall deliver a bank check in the amount of \$5,000 to Landlord upon the earlier of (a) entering onto the Premises and (b) the Commencement Date, and shall replenish said sum if drawn upon by Landlord within fifteen (15) days of written notice from Landlord, so that at all times throughout the Sublease Term, the Performance Deposit shall have a balance of at least \$5,000.

E. Safety. To ensure the safety and security of Nantucket Memorial Airport, Subtenant shall comply with the following provisions:

- (a) Subtenant shall provide trained and badged ground crew adequate to handle all its operations at the Premises;
- (b) no more than two (2) aircrafts shall be on the ground at the Premises at any time. It is anticipated that Subtenant will have no more than six (6) flights daily. Notwithstanding the foregoing, Subtenant acknowledges that Landlord shall have the right to reduce or increase the number of daily flights based on seasonal use of the Airport and/or the impact of Subtenant's use of the Premises on airport operations, with such change to be discussed at the periodic reviews under Section 3(J) or such other times as Landlord may reasonably request;
- (c) aircrafts shall be no larger than the Cessna Caravan or Pilatus PC-12 aircrafts. All other types of aircrafts including, but not limited to, jets and helicopters, are hereby prohibited; and
- (d) at no time shall Subtenant block access to Hanger 2 at the Nantucket Memorial Airport.

F. Insurance. Subtenant shall comply with the insurance provisions of the Master Lease, and shall provide Landlord with a certificate of insurance demonstrating compliance with Section 8.2 of the Master Lease prior to Landlord's execution of this Consent (which insurance shall also cover the License Area).

G. Reporting. Subtenant shall provide Landlord with monthly traffic reports in such form as will be prescribed by Landlord. Subtenant shall also provide Landlord with a reverse app that will identify daily schedules, passenger counts, aircraft registration, estimated departure and arrival times, and other pertinent information as may be reasonably required by the Landlord.

H. Operations.

- (a) Landside
 - i. Only those ground transportation providers that have been approved by the Nantucket Airport are permitted to operate at the Airport,
 - ii. Vehicle parking will be limited to employees only

(b) Airside

- i. Taxi routes shall be coordinated in advance with Air Traffic Control

- I. Laws, Bylaws. Subtenant shall comply with any and all applicable laws, rules, regulations, codes, and bylaws, and obtain any and all licenses and approvals necessary from the Town of Nantucket and others for Subtenant's use of the Premises, including licenses and approvals required to serve or cater food and/or drink to its customers and/or others at the Premises.
- J. Periodic Reviews. Principals of the Landlord and Subtenant shall meet to review activity and operations at the Premises, the adequacy of Subtenant's reporting, and overall compliance with the terms of this Consent, including, without limitation, the number of daily flights, the impact of Subtenant's use of the Premises on airport operations and/or use of the Airport by others, and Landlord may make such changes to this Consent as it deems appropriate. Landlord and Subtenant shall meet, at a minimum, at a day and time to be determined during the following weeks: second week in July; third week in August; and the third week in September. The parties may jointly agree to reschedule any of these meetings without violating this Consent; however, there must be three (3) meetings between July and September, 2016.
- K. No Limitation. The conditions set forth herein shall in no way limit or relieve Subtenant from fully complying with the terms of the Master Lease.

4. DOT Consent. Landlord's consent hereunder is subject to the Department of Transportation ("DOT's") consent of the subletting of the Premises under the terms of DOT's Mortgage and Security Agreement recorded in the Nantucket County Registry of Deeds in Book 1116, Page 139, and filed with the Nantucket County Registry District of the Land Court as Document Number 122574 ("*Mortgage*"). In the event that DOT does not consent to the subletting of the Premises as contemplated herein, this Consent will be deemed void and Subtenant shall have no right to use the Premises. Any sums paid by Subtenant to Landlord shall not be refunded, except that the Town shall return any amount of the Performance Deposit that Subtenant does not owe to Landlord. In the event that DOT does consent to the subletting of the Premises as contemplated herein, the parties agree that the Sublease shall be subject to the terms of the Mortgage and the Subordination, Non-Disturbance and Attornment Agreement filed with the Nantucket County Registry District of the Land Court as Document Number 144900.

5. No Modification. This Consent shall not in any way be deemed a modification of the Master Lease, and in the event of any conflict between the terms of the Master Lease and the terms of any other agreement, whether written or oral, whether between Tenant and Subtenant or otherwise, the Master Lease shall control. The Master Lease has not been assigned, altered, modified or amended in any respect and is in full force and effect.

6. No Further Sublease. This Consent shall not constitute Landlord's consent to any other subletting by Tenant, any subsubletting by Subtenant, or any assignment by Tenant or Subtenant and no such sublease, subsublease or assignment shall be made without Landlord's prior written consent.

7. Recourse. Subtenant shall have no recourse against Landlord on account of any failure by Landlord to perform any of its obligations under the Master Lease. Subtenant's only recourse shall be against Tenant.

8. Construction. This Consent shall not be construed (a) to modify, waive, impair or affect any of the terms or conditions of the Master Lease, (b) to waive any breach of the Master Lease, (c) to enlarge or diminish the rights or obligations of Landlord or Tenant under the Master Lease, (d) as a consent by Landlord pursuant to any of the other provisions of the Master Lease (including, without limitation, to the performance of any work in the Premises) or (e) as a representation or acknowledgment of the accuracy of any recital or statement set forth in the Sublease.

9. Primary Obligation. Notwithstanding the subletting consented to herein, Tenant shall be and remain fully liable for payment of Base Rent, additional rent and all other sums to become due under the Master Lease and for the performance of all of the Tenant's obligations under the Master Lease. All acts and omissions of Subtenant or anyone claiming under Subtenant which shall be in violation of the Master Lease shall be deemed a violation by Tenant. Further, Tenant hereby acknowledges that neither the sublease to Subtenant nor Landlord's consent thereof or hereunder shall impair Tenant's primary liability under the Master Lease.

10. Default. If Tenant defaults in the payment of any rent, additional rent or other sum due under the Master Lease or in the performance of any of Tenant's obligations under the Master Lease and such default continues beyond any applicable cure period provided for in the Master Lease, then Subtenant, after receiving a notice from Landlord directing Subtenant to do so, shall pay to Landlord all rent, additional rent and other sums thereafter becoming due under the Sublease. Subtenant shall be entitled to rely on any such notice notwithstanding any objection by Tenant. No receipt by Landlord of any rent, additional or other sums from Subtenant shall be deemed to release Tenant from Tenant's obligations under the Master Lease or as the acceptance of Subtenant as a direct tenant.

11. Amendment. This Consent may not be changed orally, but only by an agreement in writing signed by Landlord, Tenant and Subtenant.

12. Counterparts. This Consent may be executed in counterparts and shall not be effective for any purpose, and may be withdrawn by Landlord, until a counterpart hereof executed by Tenant and Subtenant is returned to Landlord.

549310.2/19715/0001

[SIGNATURE PAGE FOLLOWS]

Executed as an instrument under seal as of this ____ day of _____, 2016.

NANTUCKET MEMORIAL AIRPORT
COMMISSION
By its Commissioners

TENANT: EMILY AIR, LLC

By: _____
Name: Thomas Francis Cunningham
Title: Manager

SUBTENANT: FLY BLADE INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit 1
Pending Leases/Contracts/Agreements
June 10, 2016

Type	With	Amount	Other Information	Source of Funding
Lease	Delta Air Lines	(\$18,800)	Seasonal Airline with Office Plus \$1,500 Annual Business Fee Plus Landing & Freight Fees	Income
Operating Agreement	SpectaculAir	(\$1,500)	Annual Business Fee Air Charter Operating Agreement Plus Landing & Ramp Fees	Income
Beach Licsense	ACK Surf School, Llc	(\$1,500)	Annual Business Fee Nobadeer Beach Surf School	Income
Operating Agreement	The Red Baron Adventure LLC	(\$1,500)	Bi-Blane Rides Plus Landing & Ramp Fees	Income
Operating Agreement	Lima NY Corp dba Fly the Whale	(\$1,500)	Air Charter Operating Agreement Plus Landing / Ramp Fees	Income
Lease	United Airlines	(\$15,920)	Seasonal Airline with Office Plus \$1,500 Annual Business Fee Plus Landing Fees	Income
Lease Amendment	Island Barge, Inc	(\$13,830)	Additional Rent for increase of 14,628 Sq Ft.	Income
Lease Amendment	Emily Air LLC	(\$141)	Correct Square Footage by 313 Sq Ft & Change Mailing Address	Income

Exhibit 1
Pending Leases/Contracts/Agreements
June 10, 2016

Type	With	Amount	Other Information	Source of Funding
Contract Amendment	MHQ, Inc.	\$0	Extend Expiration Date Only From 6/30/2016 to 9/30/2016	Contract
Contract Amendment	Grey Wall Software LLC	\$18,750	Renew Veoci Software Agreement for one year Multiple Use Software including Part 139 Self Inspection, PO Requests, Time Off Request	Operating
Contract	Clarion Fire Protection Services	\$35,000	Inspection, Testing, Repairs to Fire Alarm Systems Not to Exceed Amount Expiration Date Mirrors MA State Police Contract	Operating
Contract	Keystone Precision Instruments	\$12,296	Purchase of Handheld GPS & Related Software Expires 9/1/2016	Operating
Contract	Team Eagle	\$910	Purchase Oshkosh Filters for ARFF Vehicles Expires 9/1/2016	Operating
Contract	New England Fire Equipment & Apparatus Corp	\$415	Purchase Oshkosh Parts for ARFF Vehicles Expires 9/1/2016	Operating
Contract	State of New Hampshire, Dept. of Safety	\$10,400	N.H. Fire Academy Required "Live Burn" Training for ARFF Personnel Expires 4/30/17	Operating

Exhibit 1
Pending Leases/Contracts/Agreements
June 10, 2016

Type	With	Amount	Other Information	Source of Funding
Contract	Marine Home Center	\$40,000	Various Materials & Supplies As Needed Three-Year Not to Exceed Amount Expires 4/30/2019	Operating
Contract	ENE Systems, Inc.	\$2,127	Restart/Monitor/Test Geothermal System after N. Ramp Project Damage	Operating
Contract	Franklin Paint	\$21,100	Purchase Paint Striper for Airfield Markings Expires 9/1/2016	Capital
Pending as of Meeting Posting				

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: Delta Air Lines, Inc.
d/b/a Delta Connection, Inc.

ADDRESS: Attn: Amira Trebincevic
Corporate Real Estate
Delta Air Lines, Dept. 877
PO Box 20706
Atlanta, GA 30320-6001

PHONE: 404-715-2114

LOCATION: Terminal

SPACE: (counter, office, etc.)

RENT (PAYABLE ANNUALLY)

4 Mo. Min. @ \$3,000.00 \$12,000.00

INTENDED USE: Seasonal Airline

SPACE \$6,800.00

SIZE: 1,270 (SQ.FT.)

170 Office

ANNUAL FEES: Business Fee \$1,500
Intercom \$480

1,100 Common

PLUS MONTHLY: Landing Fees

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$10,000 (Pd)

STARTING DATE: 6/1/2016

ENDING DATE: 9/30/16

This Lease Agreement, made this _____ day of _____, _____, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Delta Air Lines, Inc., d/b/a Delta Connection, Inc.*, "LESSEE", named above hereinafter called "LESSEE".

*Delta service into Nantucket will be operated by Delta Connection Inc...using an Affiliate carrier. "Affiliate" shall mean any Air Transportation Company that is either a Subsidiary Airline or operates under contract using essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline. Airline and any Affiliate shall be counted as one entity for the purposes of computing any Joint Use Area Formula, MII formulas and Minimum Use Requirement

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. PREMISES: The LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. TERM: The initial term of this Agreement shall be for a period of up to four (4) months, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: The LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$18,800.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The Lessee shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises,

LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local, state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: The LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: LESSEE shall observe and obey all laws and rules and regulations of Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department Of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, will not be unreasonably withheld, conditioned or delayed. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material in a quantity deemed reportable by the Commonwealth of Massachusetts, Department of Environmental Protection ("DEP") on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all Hazardous Material contamination on or from the Premises caused by the LESSEE in compliance with all applicable statutes, regulations and

standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises during the term which is caused by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same, except to the extent the presence of Hazardous Materials on the Premises is caused by LESSOR, its agents, employees, representatives, permittees and invitees. This provision shall survive the expiration or termination of this Lease.

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED: All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as an additional insured, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees),

(a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and

(b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

(a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity, or

(c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR

may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as,

a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee:
DELTA AIR LINES, INC.

Lessor:
NANTUCKET MEMORIAL AIRPORT COMMISSION

By: _____



By: _____

Chairman

James M Masoero
General Manager, Corporate Real Estate

Print Name

Date: _____

496956v.3/19715/0001

AGREEMENT**NAME:** SpectaculAir**PHONE:** 508-221-2045 or 844-437-2247**ADDRESS:** Attn: H. Cabral
2390 Roberta Lane
Clearwater FL 33764**INTENDED USE:** Air Charter Service**LOCATION:** South Ramp**FEES: (PAYABLE ANNUALLY) \$1,500****PLUS: Monthly Landing Fees****PLUS: Monthly Ramp Fees****STARTING DATE:** 6/1/2016**ENDING DATE:** 5/31/2017

This Agreement, made this ____ day of _____, 2016 between the Nantucket Memorial Airport Commission and SpectaculAir named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. AGREEMENT: Nantucket Memorial Airport agrees to allow the operation of SpectaculAir at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A: Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.

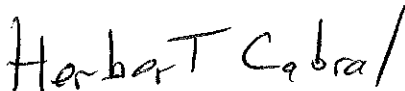
3. TERM: The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

4. FEES: For operating rights on the Airport, SpectaculAir shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and monthly landing and ramp fees (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. SpectaculAir shall also be responsible for Airport fees determined annually by the Airport Commission.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME: SpectaculAir**NAME:** Nantucket Memorial Airport Commission

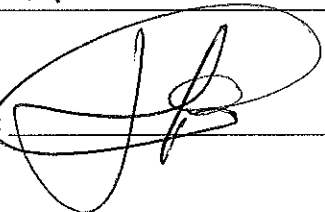
By: _____



By: _____

Daniel W. Drake, Chairman

Date: _____



Date: _____

EXHIBIT A

**TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
ADDITIONAL AGREEMENT TERMS AND RULES**

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, SpectaculAir shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to SpectaculAir prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, SpectaculAir will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, SpectaculAir agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which SpectaculAir agrees to observe, and SpectaculAir agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve SpectaculAir from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom SpectaculAir agrees to comply.

(b) To approach SpectaculAir any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of SpectaculAir's operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish SpectaculAir with a copy of the Airport rules and/or standards, and it shall be the responsibility of SpectaculAir to be familiar with those and any other applicable rules and regulations. SpectaculAir, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, SpectaculAir acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE:** SPECTACULAIR SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED:

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport" as an additional insured.

Indemnification.

SpectaculAir shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of SpectaculAir and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of SpectaculAir, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using SpectaculAir's premises or otherwise arising out of any acts or omissions of SpectaculAir's employees, members, agents, and representatives.

Liability Insurance.

SpectaculAir shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as SpectaculAir against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

SpectaculAir shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) SpectaculAir shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) SpectaculAir shall default in the observance or performance of any other of SpectaculAir's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) SpectaculAir shall become unable to meet its obligations as they become due, or if a receiver is appointed for SpectaculAir, or if any assignment shall be made of SpectaculAir property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. SpectaculAir shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If SpectaculAir shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on SpectaculAir's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of SpectaculAir. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by SpectaculAir as additional fees.

13. Surrender. SpectaculAir shall at the expiration or other termination of this Agreement remove all of SpectaculAir's goods and effects from the Airport property. In the event of SpectaculAir's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to SpectaculAir for loss or damage thereto, and at the sole risk of SpectaculAir, to remove and store any of the property at SpectaculAir's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to SpectaculAir for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that SpectaculAir is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. SpectaculAir shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or SpectaculAir shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to SpectaculAir addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

SPECTACULAIR, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: SpectaculAir

Lessor: Nantucket Memorial Airport Commission

By: Herbert Cabral

By: _____
Daniel W. Drake, Chairman

Director of Ops

Title

Herbert Cabral

Print Name

Date : _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the ____ day of _____, 20__ by and between the NANTUCKET MEMORIAL AIRPORT COMMISSION, (hereafter referred to as LICENSOR) with a principal place of business at 14 Airport Road, Nantucket, MA 02554 and ACK SURF SCHOOL, LLC, (hereafter referred to as LICENSEE) with its principal address at c/o 4 Millbrook Road, Nantucket, MA 02554.

A. The LICENSOR is the owner of record of a certain parcel of land located at Nobadeer Beach, Nantucket Massachusetts, (hereafter referred to as the "Land") and more particularly described in Exhibit A attached hereto. The Land is held for Airport purposes, and is now unoccupied.

B. The LICENSOR desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The LICENSOR hereby grants to LICENSEE a non-exclusive license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the LICENSEE.

2. Term. The term of this License shall commence on June 1, 2016, and shall terminate on September 30, 2016 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the LICENSOR at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the LICENSEE solely for the purpose of conducting a mobile surf school upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes.

4. License Fees. In consideration for the use of this License, the LICENSEE agrees to pay the LICENSOR the following annual business license fee of \$1,500, prior to exercising this license.

5. Conduct.

a. Entry and use under this License by the LICENSEE and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the LICENSOR.

b. During the exercise of rights hereby granted, LICENSEE shall at all times conduct itself so as not to interfere with operation of the LICENSOR within the Land or LICENSOR'S property adjacent to the land.

c. The LICENSOR shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. LICENSEE shall observe and obey directives from the authorized representative of the LICENSOR, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The LICENSEE, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the LICENSOR'S representative during the term hereof.

f. The LICENSEE shall be responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the LICENSEE and LICENSEE'S patrons. The Town will continue to empty the Town trash barrels.

6. Limited Use of Space. The space shall be used and occupied by LICENSEE solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by LICENSEE in, from, or around the space without written consent of the LICENSOR. The LICENSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LICENSOR.

7. LICENSOR Rights Reserved. LICENSOR reserves for itself the following rights, which LICENSEE agrees to observe, and LICENSEE agrees that the same may be exercised by LICENSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LICENSOR liable for damages by abatement of the license fee or otherwise to relieve LICENSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LICENSEE agrees to comply.

(b) To enter upon any premises and facilities of the LICENSEE upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LICENSOR. LICENSOR in such case is to use its best efforts to avoid disruption of LICENSEE'S operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the LICENSEE. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the LICENSEE are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile surf school, from all agencies, boards and officers having jurisdiction over the same.

9. **INSURANCE:** THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

Additional insured:

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport (Licensor)" as an **additional insured**, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

Indemnification. LICENSEE shall indemnify and hold harmless the LICENSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LICENSEE but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the LICENSEE, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using LICENSEE'S premises or otherwise arising out of any acts or omissions of the LICENSEE'S employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The LICENSEE shall maintain, with respect to the leased premises, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LICENSEE as well as LICENSOR against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance. The LICENSEE shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

10. General Use of Airport and Facilities: LICENSOR shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

a. The LICENSOR reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in the License Agreement, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

b. The LICENSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

c. The LICENSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the LICENSEE'S expense or at the sole option of the LICENSEE, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LICENSEE'S property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by LICENSEE.

d. The LICENSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the Airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid Airport shall cease to be used for Airport purposes.

e. The LICENSEE for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, LICENSEE will

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LICENSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

f. It is mutually understood and agreed by the parties hereto that nothing contained in this Agreement shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

g. The LICENSEE for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with

the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The LICENSEE for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LICENSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that LICENSEE is an independent contractor hereunder and not an agent or employee of LICENSOR with respect to its acts or omissions.

12. Breach of Covenants. That in the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the license and to re-enter and repossess said premises and the facilities thereon, and hold the same as if said license had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the LICENSOR.

SIGNATURE PAGE TO FOLLOW:

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

LICENSEE:
ACK SURF SCHOOL

LICENSOR:
NANTUCKET MEMORIAL AIRPORT COMMISSION



Signature

Gaven J Norton

Print Name

Owner

Title

5/24/16

Date

Chairman

Date

AGREEMENT

NAME: The Red Baron Adventure LLC

PHONE: 603-799-6751

MAILING ADDRESS: Attn: Christopher Smith

PO Box 711

Glen NH 03812

INTENDED USE: Air Charter Service

Physical address:

29 Christmas Mountain Rd

Bartlett, NH 03812

LOCATION: South Ramp

SPACE: Scenic Air Excursions

FEES: (PAYABLE ANNUALLY) \$1,500

PLUS: Monthly Landing Fees

PLUS: Monthly Ramp Fees

STARTING DATE: 6/1/2016

ENDING DATE: 5/31/2017

This Agreement, made this first day of June, 2016 between the Nantucket Memorial Airport Commission and Nantucket Express named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of The Red Baron Adventure, LLC at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.

3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

4. **FEES:** For operating rights on the Airport, The Red Baron Adventure, LLC shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and monthly landing and ramp fees (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. The Red Baron Adventure, LLC shall also be responsible for Airport fees determined annually by the Airport Commission.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME: The Red Baron Adventure, LLC

NAME: Nantucket Memorial Airport Commission

By: 

Christopher Smith

By: _____

Daniel W. Drake, Chairman

Date: 6-1-2016

Date: _____

EXHIBIT A

TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, the The Red Baron Adventure, LLC shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to The Red Baron Adventure, LLC prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, The Red Baron Adventure, LLC will conduct no commercial activity of any kind whatsoever, other than as a Scenic Air Excursion service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, The Red Baron Adventure, LLC agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which The Red Baron Adventure agrees to observe, and The Red Baron Adventure, LLC agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve The Red Baron Adventure, LLC from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom The Red Baron Adventure, LLC agrees to comply.

(b) To approach The Red Baron Adventure, LLC any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of The Red Baron Adventure, LLC's operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish The Red Baron Adventure, LLC with a copy of the Airport rules and/or standards, and it shall be the responsibility of The Red Baron Adventure, LLC to be familiar with those and any other applicable rules and regulations. The Red Baron Express, LLC, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, The Red Baron Express, LLC acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE:** THE RED BARON ADVENTURE, LLC SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED:

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport" as an additional insured.

Indemnification.

The Red Baron Adventure, LLC shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the The Red Baron Adventure, LLC and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of The Red Baron Adventure, LLC, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using The Red Baron Adventure, LLC's premises or otherwise arising out of any acts or omissions of The Red Baron Adventure, LLC's employees, members, agents, and representatives.

Liability Insurance.

The Red Baron Adventure, LLC shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as The Red Baron Adventure, LLC against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

The Red Baron Adventure, LLC shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) The Red Baron Adventure, LLC shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The Red Baron Adventure, LLC shall default in the observance or performance of any other of The Red Baron Adventure, LLC's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The Red Baron Adventure, LLC shall become unable to meet its obligations as they become due, or if a receiver is appointed for The Red Baron Adventure, LLC, or if any assignment shall be made of The Red Baron Adventure, LLC's property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. The Red Baron Adventure, LLC shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If The Red Baron Adventure, LLC shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on The Red Baron Adventure, LLC's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of The Red Baron Adventure, LLC. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by The Red Baron Adventure, LLC as additional fees.

13. Surrender. The Red Baron Adventure, LLC shall at the expiration or other termination of this Agreement remove all of The Red Baron Adventure, LLC's goods and effects from the Airport property. In the event of The Red Baron Adventure, LLC's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to The Red Baron Adventure, LLC for loss or damage thereto, and at the sole risk of The Red Baron Adventure, LLC, to remove and store any of the property at The Red Baron Adventure, LLC's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits,

the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to The Red Baron Adventure, LLC for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that The Red Baron Adventure, LLC is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. The Red Baron Adventure, LLC shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or The Red Baron Adventure, LLC shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to The Red Baron Express, LLC addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

THE RED BARON ADVENTURE, LLC, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: The Red Baron Adventure, LLC

By: _____



Manager
Title

Christopher Smith
Print Name

Lessor: Nantucket Memorial Airport Commission

By: _____

Daniel W. Drake, Chairman

Date : 6-1-2016

AGREEMENT

NAME: Lima NY Corp
Dba Fly the Whale

PHONE: 212-221-1203

ADDRESS: 670 White Plains Road
Scarsdale, NY 10583

INTENDED USE: Air Charter Service
Fly Blade Affiliate

LOCATION: North Ramp (FlyBlade)
South Ramp (Charters)

SPACE: Emily Air Hangar 1/Ramp (FlyBlade)

FEES: (PAYABLE ANNUALLY) \$1,500 plus MONTHLY: Monthly Landing Fees

STARTING DATE: 05/27/2016

ENDING DATE: 5/26/2017

This Agreement, made this _____ day of _____, 2016 between the Nantucket Memorial Airport Commission and Lima NY Corp named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Lima NY Corp at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.
2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.
4. **FEES:** For operating rights on the Airport, Lima NY Corp shall pay Nantucket Memorial Airport its fees monthly, the sum stated above (subject to increase under Exhibit A.. Payment shall be made at the Airport office located at the Airport. Lima NY Corp shall also be responsible for Airport fees determined annually by the Airport Commission.

IN WITNESS WHEREOF, each party signed and sealed this Agreement.

NAME:

NAME: Nantucket Memorial Airport Commission

By:  _____

By: _____

Title: PRESIDENT _____

Daniel W. Drake, Chairman

EXHIBIT A

TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, the Operator shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Lima NY Corp prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Lima NY Corp will conduct no commercial activity of any kind whatsoever, other than as an Operator for FlyBlade, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Lima NY Corp agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Lima NY Corp agrees to observe, and Lima NY Corp agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Lima NY Corp from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Lima NY Corp agrees to comply.

(b) To approach Lima NY Corp any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Operator operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Operator with a copy of the Airport rules and/or standards, and it shall be the responsibility of Operator to be familiar with those and any other applicable rules and regulations. Operator, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Lima NY Corp acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. INSURANCE: LIMA NY CORP SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport**" as an **additional insured.**

Indemnification.

Lima NY Corp shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Lima NY Corp and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Lima NY Corp, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Lima NY Corp premises or otherwise arising out of any acts or omissions of Lima NY Corp employees, members, agents, and representatives.

Liability Insurance.

Lima NY Corp shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Lima NY Corp against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Operator shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Operator shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Operator shall default in the observance or performance of any other of Operator covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Operator shall become unable to meet its obligations as they become due, or if a receiver is appointed for Operator, or if any assignment shall be made of Operator's property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Operator shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Operator shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Operator part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Operator. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by Operator as additional fees.

13. Surrender. Operator shall at the expiration or other termination of this Agreement remove all of Operator goods and effects from the Airport property. In the event of Operator's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Operator for loss or damage thereto, and at the sole risk of Operator, to remove and store any of the property at Operators' expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions.

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators.

Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Operator for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Operator is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Operator shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or Operator shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Operator addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement: Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

Lima NY Corp, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Name: Lima NY Corp

Name: Nantucket Memorial Airport
Commission

By:  _____

By: _____

Daniel W. Drake, Chairman

Title: President _____

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: United Airlines, Inc.

ADDRESS: Attn: Joost Vlek

PHONE: 872-825-8353

Manager Corporate Real Estate – Airport Affairs

233 South Wacker Drive, 11th Fl, Dept. HDQOU

Chicago, IL 60606

SPACE: (counter, office, common, etc.)

RENT (PAYABLE ANNUALLY):

4 Mo Minimum @ \$3,000.00 \$12,000.00

LOCATION: Terminal

SPACE \$3,920.00

INTENDED USE: Seasonal Airline

ANNUAL FEES: \$1,500 Business Fee

SIZE: 1,198 (SQ.FT.)

\$480 Intercom

98 Office

1,100 Common

PLUS MONTHLY: Landing Fees

(\$2.75 per 1,000 # GTOW)

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$10,000 (Pd)

STARTING DATE: 6/1/2016

ENDING DATE: 9/30/2016

This Lease Agreement, made this _____ day of _____, 20__, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and United Airlines, Inc. "LESSEE", named above hereinafter called "LESSEE".

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. **PREMISES:** The LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. **TERM:** The initial term of this Agreement shall be for a period of four (4) months, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a

tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: The LESSEE shall pay LESSOR its rent annually, or monthly, the sum of \$12,000.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The LESSEE shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other Lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local, state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material

furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: The LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. The LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: The LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: The LESSEE shall observe and obey all laws and rules and regulations of the Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft

which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all Lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each Lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department Of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED: All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as an additional insured, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees),

(a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and

(b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to

LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

(a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity, or

(c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition, ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

LESSEE:
United Airlines, Inc.

LESSOR:
Nantucket Memorial Airport Commission

By:_____

By:_____

Chairman

Title

Print Name

Date:_____

**AMENDMENT TWO
TO LEASE AGREEMENT
BETWEEN
NANTUCKET MEMORIAL AIRPORT COMMISSION
AND
ISLAND BARGE INC., OR NOMINEE**

This Amendment Two to Lease Agreement (“this Second Amendment”) is made as of May ____, 2016 by and between Nantucket Memorial Airport Commission, as Lessor (“Lessor”) and Island Barge, Inc., or Nominee (“Lessee”) and amends that certain Lease Agreement between Lessor and Lessee dated July 1, 1999, as amended by that certain Amendment One to Lease Agreement dated July 1, 2005 (as so Amended, the “Original Lease”) with respect to certain premises identified on the sketch plan attached to the Original Lease (the “Original Premises”).

RECITALS

WHEREAS, the Lessor and Lessee desire to amend the Original Lease to include an additional approximately 14,628 square feet (the “Additional Premises”) currently being utilized by Lessor and located directly behind the approximate 83,560 square feet of the Original Premises.

NOW, THEREFORE, the parties agree to amend the Lease as provided herein,

1. Article One – Section Premises of the Lease is hereby amended such that the Original Premises, consisting of approximately 83,560 square feet, are hereby increased to also include the Additional Premises for a new aggregate total consisting of approximately 98,188 square feet (an increase of approximately 14,628 square feet). The Original Premises, as increased by the Additional Premises is collectively referred to herein as the “Premises”. The Premises as shall be completely depicted and identified by a formal surveyed plot plan by a licensed surveyor procured by Lessee.

2. Article Three – Section Rent of the Lease is hereby amended to increase the amount of annual base rent for the Premises for the remainder of the term of the Original Lease as amended by this Second Amendment from \$81,412.59, or \$6,784.38 monthly, based on June 1, 2015 CPI-W adjustment, to the sum of \$95,242.36 annually, or \$7,936.86 monthly, effective May 1, 2016.

3. Notice of Lease Amendment – the parties hereby agree to execute and record an amendment to the Notice of Lease for the Original Lease as amended by this Second Amendment.

4. Nominee – Lessor and Lessee hereby acknowledge and agree that the Premises are and may continue to be used, collectively, by Lessee and its related affiliated entities, Island Road Materials, Inc. and Victor-Brandon Corp.

5. Approvals – Lessor hereby represents and warrants that it has obtained any and all required consents that may be required from any third parties, including without limitation, from Lessor’s lender, if any, to enter into this Second Amendment.

6. Prior Agreements – The Original Lease, as further amended by this Second Amendment, shall supersede any and all prior leases and agreements of the parties regarding the subject matter hereof.

7. Ratification of Lease – Except as specifically amended hereby; the Original Lease is hereby ratified confirmed in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of June ____, 2016.

LESSOR:
NANTUCKET MEMORIAL AIRPORT COMMISSION

LESSEE:
ISLAND BARGE, INC., OR NOMINEE

By: _____

By: _____

**AMENDMENT
TO LEASE AGREEMENT
BETWEEN
NANTUCKET MEMORIAL AIRPORT COMMISSION
AND
EMILY AIR, LLC**

This Amendment to Lease Agreement (this "Amendment") is entered into by and between Nantucket Memorial Airport Commission, as Lessor ("Lessor") and Emily Air, LLC, as Lessee ("Lessee").

RECITALS

WHEREAS, reference is made to that certain Lease Agreement dated March 25, 2014 (the "Lease") pursuant to which Lessee leased from Lessor the Premises described in the Lease as being located at "12 Airport Road, Nantucket, MA 02554 8,811± Square Feet, as described on Exhibit A2, attached hereto" (the "Original Premises");

WHEREAS, the parties wish to amend the Lease to increase the size of the Original Premises by approximately 313 square feet; and

WHEREAS, the parties wish to amend the Lease to refer to Lessee's new mailing address and address other matters.

NOW, THEREFORE, the parties agree to amend the Lease as provided herein,

1. Article One – Section Tenant of the Lease is hereby amended to note that Tenant's address is 15878 Gaither Drive, Gaithersburg, MD 20877.

2. Article One – Section Premises of the Lease is hereby amended to describe the Premises as follows: "12 Airport Road, Nantucket, MA 02554 9,124± Square Feet, as described on Exhibit B, attached hereto." The parties intend to use Exhibit B, instead of the Exhibit A2, and the new Exhibit B is incorporated into said Lease.

2. Article One – Section Base Rent of the Lease is hereby amended to note that the Base Rent had increased in accordance with the Lease from \$3,923.36 annually, or \$326.94 monthly, to the sum of \$4,105.80 annually, or \$342.15 monthly, based on May 2, 2016 CPI-W adjustment, effective June 1, 2016.

3. Notice of Lease Amendment – The parties hereby agree to execute and record an amendment to the Notice of Lease for the Original Lease as amended by this First Amendment.

4. Ratification of Lease – Except as specifically amended hereby; the Lease is hereby ratified and confirmed in its entirety.

5. Recitals – The recitals stated in the preamble of this Amendment are hereby incorporated herein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of June 1, 2016.

LESSOR:
NANTUCKET MEMORIAL AIRPORT COMMISSION

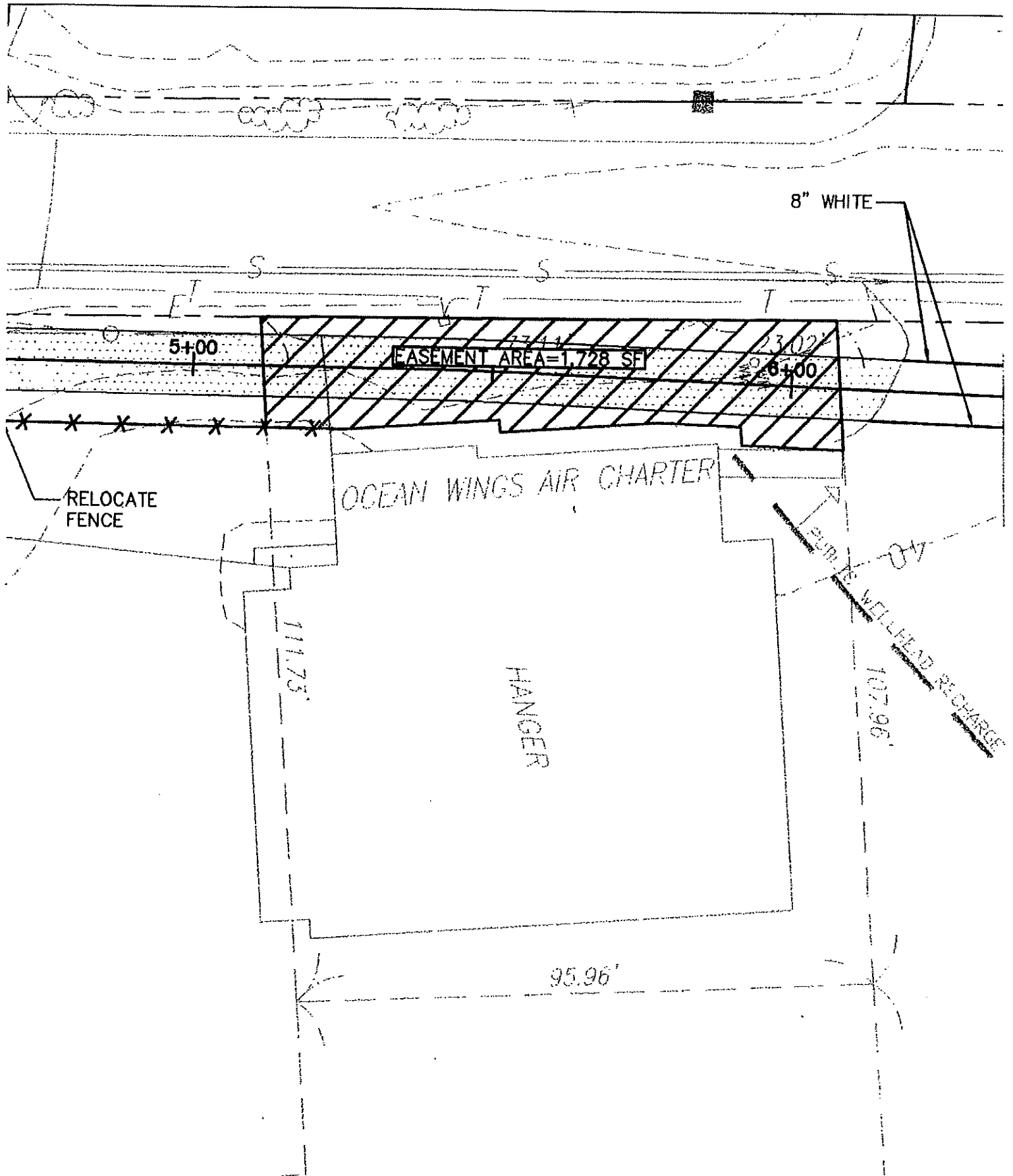
By: _____
Daniel W. Drake, Chairman Date: _____

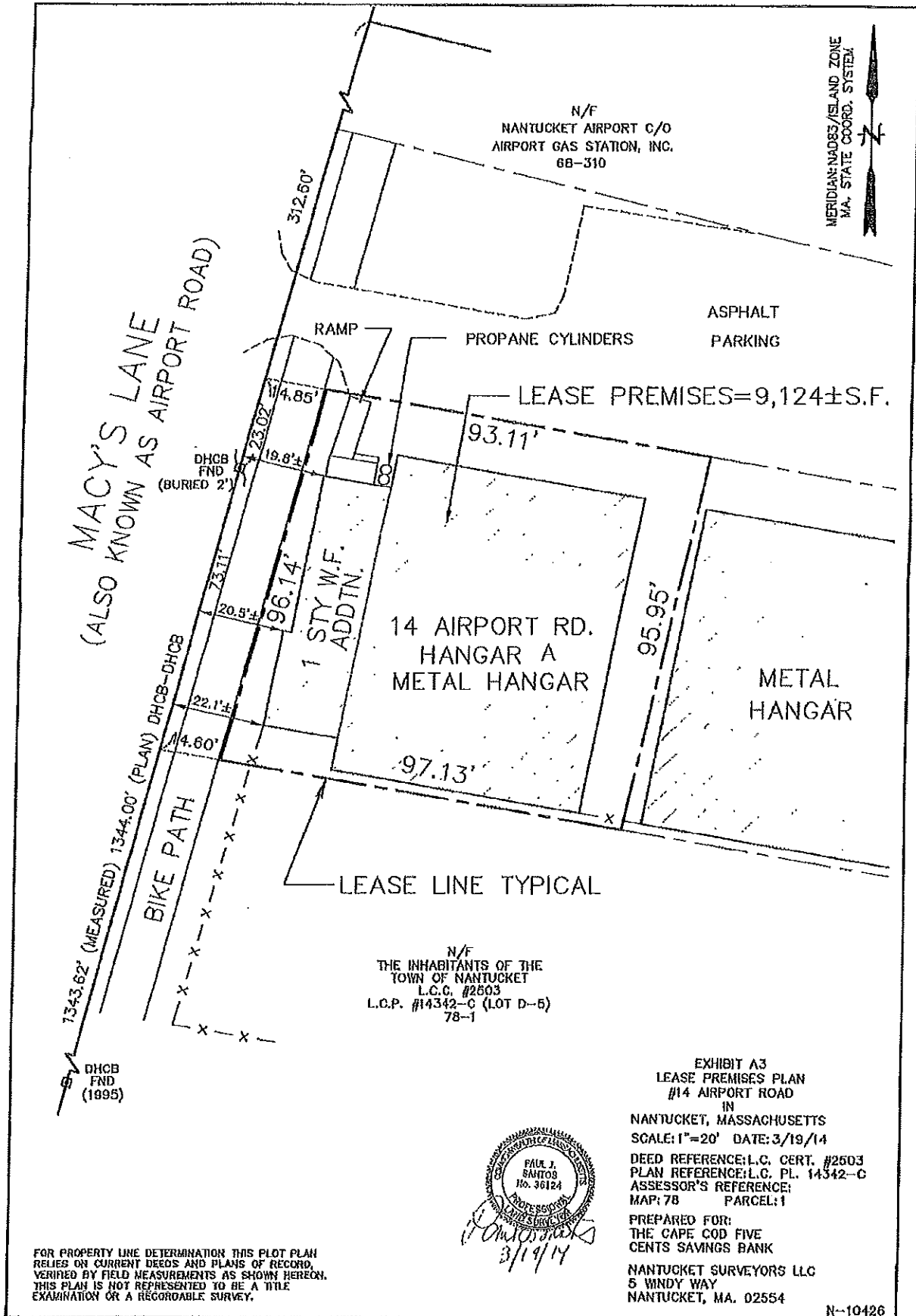
LESSEE:
EMILY AIR, LLC

By: _____
Thomas F. Cunningham, President

Date: _____

556529/NANTAIR/0001







TOWN OF NANTUCKET
CONTRACT AMENDMENT #1
with
MHQ, INC.

Project Name: Supply Two (2) Vehicles: 2016 Ford E350 Cutaway Van, 2016 Ford Explorer

Amendment Number: One

Agreement made this _____ day of _____, 2016 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and MHQ, Inc. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 11th of August, 2015 the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said contract;

NOW THEREFORE, in consideration of mutual benefits, the same previous contract referred to, is hereby modified and changed in the following manner:

Amend Item 2, Term – Termination Date from June 30, 2016 to September 30, 2016.

HOWEVER, each and every one of the other provisions and conditions of said previous contract shall be made and remain in full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

THIS AMENDMENT shall be effective as of this _____ day of _____, 2016 and shall continue through the 30th day of September, 2016, unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

CONTRACTOR:



MHQ, Inc.

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Daniel W. Drake, Chairman



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
MHQ, INQ.



This AGREEMENT, effective the Aug 11, 2015, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and MHQ Truck Equipment, 401 Elm Street, Marlborough, MA 01752 (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above and terminate on June 30, 2016, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation not to exceed \$94,829.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$94,829.00 without the express prior written approval of the Airport Commission.


5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.


6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

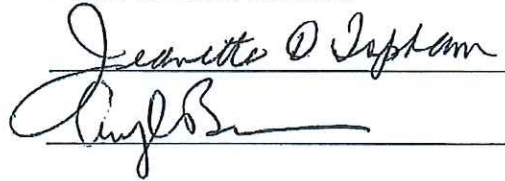
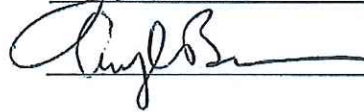
CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:


Print name: Stephen Vitkauskas
Title: CFO


Daniel W. Drake, Chairman

Date: 8/3/0

FEIN/SSN: 04-2265390

Department Org./Obj. Code: 55484-94102

PO # 16001174

As to the Availability of Funds:


Brian Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services: Supply Two (2) Vehicles as specified below as per
Plymouth County Commissioner's Procurement

A. 2016 Ford E-350 Cutaway Van with 12' Walk in Body

15-21	E350 Cargo Van, 9,500# GVWR	\$ 21,650.00
	Color : SB Yellow	1,595.00
99S	6.8L V10 Gasoline Engine	998.00
	Automatic Transmission	included
	Auxiliary Transmission Cooler	included
	Power Steering, Tilt, Intermittent Wipers	included
18A	High Series Exterior Upgrade Package, included Chrome Front Bumper	100.00
	xE26/3 Limited Slip Rear Axle	257.00
21A	Dual Cloth Front Bucket Seats	90.00
903	Power Windows & Locks Group	442.00
	HD Front Vinyl Flooring	included
	(5) All Season Tires	included
	Factory Air Conditioning	included
	AM/FM Radio	included
E3F	Upgrade E350 van to a 11,500# GVWR DRW Cutaway Chassis	209.00
1.16	Back Up Alarm	80.00
	Walk In (12' long) Utility Body for DRW Cutaway Van (SB Yellow body) – DRW	22,143.00
	48" wide (6' 6" height) "double narrow" rear doorway, FRP reinforced roof,	
	Re-enforced/Ventilated Generator Compartment,	
	5 kw Gasoline Powered Generator with Slide Out Tray (Provided by Mey)	9,000.00
1.08	Whelen L31HAF LED Beacon (cab roof)	395.00
1.23	Whelen M7AC LED Warning Lights (1 pair) rear of body	395.00
13.05	Whelen PCC4W Switch Box in cab for warning lights	95.00
	Install (2) Customer Supplied Two-Way Radios	300.00
	(1) External "Radio" Speaker - for use while working on runway	75.00
	Total Ford E-350 Cutaway Van:	\$ 57,824.00

B. 2016 Ford Explorer

15-10	Ford Explorer Base 4 x 2	\$24,660.00
K8D	Upgrade to Explorer 4WD XLT	\$4,795.00
202B	202a Package Upgrade	\$2,995.00
	Color : White w/Charcoal Black Leather	Incl.
	3.5L V-6 gasoline engine with Automatic Transmission	Incl.
	Power Windows, Door Locks, & Mirrors	Incl.
	Tilt Steering Column and Speed Control	Incl.
	Reverse Camera & Reverse Sensing System (Audible)	Incl.
	AM/FM Stereo with Single CD/MP3 Player	Incl.
	Air Conditioning	Incl.
	All Season Tires with Space Saver Spare	Incl.
202B	Factory Remote Starter	\$395.00
52T	Factory Trailer Tow Package	\$545.00
61N	Factory Voice Activated Navigation	\$760.00

2.27	Whelen ION LED Warning Lights (1 pair) grille	\$345.00	amber
2.32	Whelen SpitFire ION LED Warning Lights (1 pair) mirror	\$455.00	amber
2.07	Whelen ULF LED Flasher	\$65.00	
2.27	Whelen ION LED Warning Lights (2 pair) rear headliner	\$690.00	amber
13.05	Whelen PCC4W SwitchBox - Back lit legends	\$95.00	
13.2	Havis Communications Console w/Brackets	\$355.00	
13.26	Havis Flip Up Arm Rest	\$105.00	
22.01	Install (2) Customer Supplied Two Way Radios	\$350.00	
23.29	WeatherTech Floor Liners (front row)	\$125.00	
	VentVisor Window Vents (4 piece)	\$75.00	
	Window Tint - Front Doors - 35%	\$195.00	
	Total Ford Explorer:	\$ 37,005.00	

Total Both Vehicles **\$94,829.00**

2. Other payment terms: Each vehicle shall be invoiced separately and paid with submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-2265390 ✓

Federal Employer Identification Number

By: 
Stephen V. Vitale, President CFO

MHQ-Supply

MHQ, Inc.

8/3/15

Date: _____

Amendment No. 1 to Proposal Number GWS772586

This Amendment No. 1 hereby amends Proposal Number 772586 (" #772586") by and between Grey Wall Software, LLC ("GWS") and Nantucket Memorial Airport ("Customer") dated 6/15/2015 (the "Term Effective Date"), and Amended thereafter. This Amendment No. 6 shall be incorporated into the SOW and becomes effective on 7/1/2016.

WHEREAS the parties wish to renew the contract/agreement.

AND WHEREAS the parties have agreed to modify the term dates in Section I. Scope, Term and Terms and Conditions:

The Services will be available to Nantucket Memorial Airport from 7/1/2015 through 6/30/2016 (the "Term") in exchange for the fees described in Article III below, and pursuant to the terms of Veoci's Subscription Terms and Conditions, Service Level Agreement and Support Agreement (collectively, the "Subscription Terms"), which are attached hereto as Exhibit A, Exhibit B and Exhibit C. This Quote incorporates the Subscription Terms in all respects, and, together, this Quote and the Subscription Terms constitute the agreement between the parties.

AND WHEREAS the parties have agreed to modify the term dates in Section II. A. Financial Specifications, Fees & Terms:

Since 4 different airports in Massachusetts plan to purchase licenses of Veoci, Grey Wall offers Nantucket Memorial Airport the volume discount that is normally awarded for purchases of 50 licenses or more for the term from 7/1/2015 to 6/30/2016 (1 year(s)).

All other terms and conditions of Proposal #772586, as Amended, and the Agreement remain in full effect, except as modified herein:

- I.** Paragraph 1 of **Section 1. Scope, Term and Terms and Conditions** shall be deleted in their entirety and replaced with the following:

The Services will be available to Nantucket Memorial Airport from 7/1/2016 through 6/30/2017 (the "Term") in exchange for the fees described in Article III below, and pursuant to the terms of Veoci's Subscription Terms and Conditions, Service Level Agreement and Support Agreement (collectively, the "Subscription Terms"), which are attached hereto as Exhibit A, Exhibit B and Exhibit C. This Quote incorporates the Subscription Terms in all



Amendment # 1 to Proposal No. GWS772586

www.veoci.com | Andrew.Hoppe@veoci.com | (475) 202-6144

Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

respects, and, together, this Quote and the Subscription Terms constitute the agreement between the parties.

Paragraph 1 of **Section II.A. Financial Specifications, Fees & Terms** shall be deleted in their entirety and replaced with the following:

Since 4 different airports in Massachusetts plan to purchase licenses of Veoci, Grey Wall offers Nantucket Memorial Airport the volume discount that is normally awarded for purchases of 50 licenses or more for the term from 7/1/2016 to 6/30/2017 (1 year(s)).

Grey Wall Software LLC	Customer: ...
Signed: _____	Signed: _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____



Amendment # 1 to Proposal No. GWS772586

www.veoci.com | Andrew.Hoppe@veoci.com | (475) 202-6144

Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

VEOCI Proposal for Nantucket Memorial Airport

Prepared for: Thomas Rafter

Prepared by: Andrew A. Hoppe

Date: 6/15/2015

Proposal number: GWS772586



Proposal No. GWS772586

www.veoci.com | Andrew.Hoppe@veoci.com | (475) 202-6144

Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

6/15/2015

Mr. Thomas Rafter
Nantucket Memorial Airport
Airport Management
14 Airport Road
Nantucket, MA 02254

Dear Thomas:

Grey Wall Software, LLC ("Grey Wall") is pleased to offer Nantucket Memorial Airport this proposal and agreement (this "Quote") for the use of Grey Wall's Veoci software and the services described herein (the "Services").

I. Scope, Term and Terms and Conditions

The Services will be available to Nantucket Memorial Airport from 7/1/2015 through 6/30/2016 (the "Term") in exchange for the fees described in Article III below, and pursuant to the terms of Veoci's Subscription Terms and Conditions, Service Level Agreement and Support Agreement (collectively, the "Subscription Terms"), which are attached hereto as Exhibit A, Exhibit B and Exhibit C. This Quote incorporates the Subscription Terms in all respects, and, together, this Quote and the Subscription Terms constitute the agreement between the parties.

The fees and terms offered herein are contingent upon execution and delivery to Grey Wall of a signed acceptance of this quote within thirty (30) days from the date of this Quote, otherwise this Quote shall be deemed null and void. In the event that Grey Wall countersigns this Quote, the foregoing sentence shall not be deemed to apply.

A. Software as a Service ("SaaS")

1. Applications

Nantucket Memorial Airport plans to use Veoci for the following purposes:

- Conduct daily and Part 139 inspections
- Generate work orders from the airfield and assign to maintenance staff
- Access dashboards and reports pertaining to work orders and discrepancies
- Digitize and map airfield lights and signs
- Conduct wildlife inspections
- Customize and modify forms
- Log aircraft accidents, incursions, and incidents
- Access NOTAM information and their association with open work orders
- Track tenant leases, payments, contracts, and insurance
- Track and manage the purchase order process



Proposal No. GWS772586

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Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

2. Number of Users

During the Term, Nantucket Memorial Airport is permitted to register a maximum of 22 licenses as Veoci users. Subject to the Subscription Terms and the confidentiality obligations described in Article IV below, Nantucket Memorial Airport may permit independent contractors and Nantucket Memorial Airport clients to use the Services for Nantucket Memorial Airport emergencies and related interactions with Nantucket Memorial Airport only.

3. Document Storage

Grey Wall will provide up to 5 gigabytes of online storage of documents, photos, and other electronic documentation ("Documents") to Nantucket Memorial Airport.

4. Integrated Telephone & SMS Capability

Veoci service includes the capability to automatically send and receive SMS and to dial global phone numbers as needed and also use text to speech conversion to read out messages. The SMS and phone calls from Veoci connect with users who may not be on line and whose participation is urgently needed. Veoci integrates this service from a 3rd party supplier and charges can vary based on target country and type of connection. Domestic service to the US is included in the pricing; international calling to other countries is excluded.

B. Support and Training

1. Software Enhancements

Grey Wall will provide maintenance, support and periodic enhancements, to the Services pursuant to the Subscription Terms. Typically, Grey Wall pushes enhancements out in a two-week cycle; these changes are small and designed to make the introduction easy. A monthly session is provided at no additional cost in a webinar format for customers to learn about the new features and leverage them in their work.

2. Training

Initial training for 3 administrators/users is included. Typically, training is conducted remotely on-line. It is not expected that, for the typical user anything more than a cheat sheet or a short orientation will be needed.

As needed, additional training sessions and consulting, both on-line and on-site, will be available at Grey Wall's standard rates.

II. Financial Specifications

A. Fees & Term

Since 4 different airports in Massachusetts plan to purchase licenses of Veoci, Grey Wall offers Nantucket Memorial Airport the volume discount that is normally awarded for purchases of 50 licenses or more for the term from 7/1/2015 to 6/30/2016 (1 year(s)).

22 Licenses (Nantucket Memorial Airport)	\$18,750.00
--	-------------

Payment for the term will be due 7/31/2015.



Proposal No. GWS772586

www.veoci.com | Andrew.Hoppe@veoci.com | (475) 202-6144

Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

B. Termination

This Agreement commences on the start date specified in the Term and will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) unless either party gives the other notice of non-renewal at least sixty days before the end of the relevant subscription term. The pricing during any automatic renewal will be the same as that during the immediately prior term unless Grey Wall gives Nantucket Memorial Airport a written notice of a price increase at least sixty (60) days before the end of the prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase shall not exceed seven percent (7%) of the pricing for the prior year unless the pricing in the prior year was designated as promotional or special rate.

In addition to any termination rights in the Subscription Terms, Nantucket Memorial Airport shall have the right to terminate this Quote for any reason in its sole discretion by giving a written notice to Grey Wall at any time during the term. If Nantucket Memorial Airport gives Grey Wall a notice of termination as described in this section, Grey Wall will cease to perform the Services at the end of Term using reasonable care in concluding its Provision of Services. Upon termination of the agreement, however caused, Nantucket Memorial Airport shall: (a) Pay to Grey Wall all outstanding invoices and sums owed which have accrued up to the end of the current term at the time of termination (b) at Grey Wall's option, either return to Grey Wall or destroy all confidential information which it has obtained from Grey Wall, and (c) have no claims for damages or compensation for loss of goodwill or like thereof against Grey Wall.

III. Audit

Grey Wall may on reasonable advance notice describing the purpose and scope of the request, audit Nantucket Memorial Airport use of and access to the Services to confirm Nantucket Memorial Airport compliance with the provisions of this Quote and the Subscription Terms.

IV. Confidentiality

Nantucket Memorial Airport shall not, without the prior written consent of Grey Wall, disclose publicly or to any third party (excluding employees of Nantucket Memorial Airport with a need to know), the terms and conditions of this Quote or any related negotiations between the parties, except to the extent required by law.



Proposal No. GWS772586

www.veoci.com | Andrew.Hoppe@veoci.com | (475) 202-6144

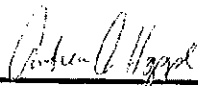
Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

GREY WALL SOFTWARE, LLC

The parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to sign this Quote as of the date first set forth above.

Grey Wall Software, LLC

Nantucket Memorial Airport



By: **Andrew A. Hoppe**
Title: **Account Executive**
Date: **7/27/2015**



By: **Thomas Rafter**
Title: **Airport Manager**
Date:



Proposal No. GWS772586

www.veoci.com | Andrew.Hoppe@veoci.com | (475) 202-6144

Grey Wall Software LLC, 129 Church Street 3rd Floor, New Haven, CT 06510

GREY

WALL

SOFTWARE

EXHIBIT A
SUBSCRIPTION TERMS AND CONDITIONS

1. Definitions.

"Agreement" means these Subscription Terms and Conditions and any Order Form between the Customer and Grey Wall, and such Agreement shall be effective as of the effective date of the applicable Order Form.

"Confidential Information" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content or mode of transmission a reasonable recipient would understand to be confidential or proprietary. Notwithstanding anything to the contrary, the Veoci Program and related documentation and the Service are Confidential Information of Grey Wall.

"Customer" means any customer who is party to an Order Form with Grey Wall.

"Customer Data" means all electronic data or information provided by Customer to the Service. "Grey Wall" means Grey Wall Software, LLC.

"Order Form" means the order form or quote for Services entered into between Grey Wall and the Customer, including any exhibits or schedules thereto.

"Primary Contact" means Customer's primary technical contact with Grey Wall in connection with the Service.

"Service" means Grey Wall's provision of the Veoci Program for access and use by Customer via <http://veoci.com>.

"User Guide" means the online Veoci Program user manuals for the Service accessible via <http://veoci.com>, as updated by Grey Wall.

"Users" means the individuals who are authorized to access and use the Service and who have been provided user identifications and passwords by Customer (or by Grey Wall at Customer's request). Users may be Customer employees, Customer third party consultants, contractors or agents, which third parties may access and use the Service solely for the benefit of Customer's internal business purposes in accordance with the provisions of this Agreement.

"Veoci Program" means Grey Wall's virtual emergency operations center software program for team communication and collaboration.

"Virus" (i) any computer code designed to disrupt, disable, harm, or otherwise impede the operation of the Service, including Customer's access to the Service and processing of data using the Service, or the operation of any associated system or network, or (ii) any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Service to malfunction or to damage or corrupt data, storage media programs, equipment or communications, or otherwise interfere with operations.

2. Provision of Service.

- (a) Grey Wall will provide the Service to Customer in accordance with the terms of this Agreement. Grey Wall grants Customer a non-transferable and nonexclusive right to access and use the Service for the sole purpose of supporting the internal operations of Customer's business and to process Customer's own data.
- (b) The following procedures will apply to the Service:
- (i) Grey Wall will send an email to Customer's Primary Contact setting forth the information necessary for initial use of the Service. Customer shall provide the information requested in such email to Grey Wall.
 - (ii) Grey Wall will provide Service status and maintenance notifications by email to Customer's Primary Contact.
 - (iii) Customer will notify Grey Wall via email at support@veoci.com with respect any issues related to the Service.
- (c) From time to time, with respect to the Service and at an additional fee, additional functionality may be offered by Grey Wall. Such additional functionality will be offered and agreed under a separate agreement between the parties. Customer hereby agrees that Customer's purchase of the Service pursuant to this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Grey Wall regarding future functionality or features.
- (d) The Service may be accessed and used solely by a User whose identification and password may not be shared, accessed or used by any other person, company or entity. Unless otherwise specified in the applicable Order Form between the Customer and Grey Wall, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. Limitations and Processes.

- (a) Third-party interfaces, software, hardware or other services which are associated with, or otherwise available through the Service shall be accessed and used by Customer and Users in their sole discretion. Grey Wall shall have no responsibility or liability with respect to Customer's or any Users' access to or use of any such items or for any act or omission of any such third party provider.
- (b) Grey Wall's performance under this Agreement shall be excused as a result of Customer's (i) failure to comply with its obligations as set forth herein; (ii) failure to provide Grey Wall with information reasonably deemed by Grey Wall to be necessary to assist Grey Wall in its performance under this Agreement; or (iii) delay, prevention or interference with Grey Wall's performance under this Agreement.
- (c) During normal business hours and no more than twice per year, on reasonable advance notice describing the purpose and scope of the request and in a manner that does not unreasonably interfere with Customer's business operations, Grey Wall or a Grey Wall-designated third-party may audit Customer's use of and access to the Service to verify Customer's compliance with this Agreement.

4. Customer Responsibilities.

- (a) Customer will provide Grey Wall with the contact details for its Primary Contact on the effective date of this Agreement, and will notify Grey Wall of any changes as necessary on an ongoing basis. Customer is responsible for having the hardware and software adequate for use of the Service.
- (b) Customer is responsible for all activities that occur in, or are related to, User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Service, and shall notify Grey Wall promptly of any unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws and regulations ("Laws") in accessing and using the Service.
- (c) Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable Laws; (iii) send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained in the Veoci Program; (v) use the Service to store or transmit any Viruses, (vi) attempt to gain unauthorized access to the Service or its related system or networks, or (vii) monitor the availability, performance or functionality of the Services, or access the Services for any other benchmarking or competitive purposes.
- (d) Customer is responsible for its compliance with all applicable data protection and privacy protection Laws. Customer represents to Grey Wall that: (i) it will provide only that personal data that it is authorized to provide to Grey Wall, and will do so lawfully in compliance with applicable Laws, (ii) Grey Wall or its subcontractors may process such data for the purposes described in this Agreement, and (iii) Grey Wall may disclose such data to its subcontractors for this purpose.
- (e) Customer shall not access the Services, and Grey Wall may immediately terminate this Agreement, if Grey Wall determines, in its reasonable discretion, that Customer is a competitor of Grey Wall.

5. Fees and Payment.

- (a) Customer will pay Grey Wall the fees set forth in the Order Form for setup of User access to the Veoci Program, use of the Service and any other services or products described therein.
- (b) Payment obligations are non-cancellable and fees paid are non-refundable. All payments are due within sixty (60) days from date of invoice. Grey Wall may charge interest of one and one-half per cent (1.5%) per month compounded for the entire overdue period or the maximum amount allowed by Law (whichever is higher), if fees are not paid by the due date. If Customer's account is thirty (30) days or more overdue, Grey Wall may suspend the Service upon at least two (2) business days' notice to Customer without liability until any such amounts are paid in full, in addition to any of its other rights or remedies.
- (c) The fees and pricing agreed upon between the Customer and Grey Wall in the Order Form(s) assume that the Customer's labor force will remain substantially the same size during the term of this Agreement. Therefore, if (i) Customer's labor force experiences a material increase after the effective date of this Agreement, whether by acquisition, merger, consolidation, organic growth by hiring, or

Continued...

4

otherwise, and such Customer has purchased an unlimited User Service, Grey Wall may at its option terminate such Agreement and may offer the Service to the Customer on a per user basis at the rate indicated in the Veoci Program price list at that time.

6. Customer Data.

(a) As between Grey Wall and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is Confidential Information of Customer. Recovery of any Customer Data deleted by Customer shall be Customer's responsibility.

(b) Subject to Grey Wall's responsibilities set forth in Section 7, Grey Wall will not be responsible for any unauthorized access to or alteration, theft or destruction of Customer Data through accident, fraudulent means or devices, or any other method.

7. Confidentiality; Privacy.

(a) In the course of performance under this Agreement, one party (the "Disclosing Party") may disclose, deliver or permit access by the other party (the "Receiving Party") to its Confidential Information. The Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and shall not disclose or provide such Confidential Information to any third party except as expressly provided in this Section. The Receiving Party shall not make any use of the Confidential Information except such limited uses as are required or permitted under this Agreement, and shall cause its employees, agents, financial advisors, attorneys, and Users to maintain such Confidential Information in complete confidence, and shall disseminate such Confidential Information only on a need to know basis. Upon expiration or termination of this Agreement, or at any time upon the Disclosing Party's request, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy, all of the Disclosing Party's Confidential Information, and all copies of and other materials containing such Confidential Information. The Receiving Party shall have no obligation under this Section 7 with respect to any Confidential Information that the Receiving Party can demonstrate by reasonable written evidence: (i) was already known to it at the time of its receipt without restriction on its disclosure; (ii) is or becomes generally available to the public other than by breach of this Agreement; (iii) is independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality; (iv) is independently developed without use or reference to any of the Disclosing Party's Confidential Information. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving

Party may disclose only so much Confidential Information as is legally required, and the Receiving Party will promptly notify such compelled disclosure to the Disclosing Party if permitted by Law to do so.

(b) In the event of a breach of this Section 7, the Disclosing Party may not have an adequate remedy at Law. The Disclosing Party may seek temporary and/or permanent injunctions, specific performance or any other form of equitable relief. For the Veoci Program, the Service and any other trade secrets, the obligations of this Section 7 shall continue for so long as the information remains a trade secret, and for all other Confidential Information, the obligations shall extend for five (5) years from the expiration or termination of this Agreement.

8. Proprietary Rights.

Grey Wall and its licensors (if any) shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Veoci Program, the Service and to all Grey Wall intellectual

property and any enhancements, modifications or derivatives of any of the foregoing. Customer may not distribute, promote, or otherwise use any information or materials relating to the Veoci Program or the Service for any external use without Grey Wall's prior written consent or as otherwise specifically permitted in this Agreement. No copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this Agreement is exchanged between the parties. Subject to Customer's ownership of the Customer Data, Grey Wall retains all rights to any related work product delivered under this Agreement and Customer acknowledges and agrees that it obtains no rights to such work product. Customer shall not: (i) modify, copy or create derivative works based on the Veoci Program or the Service; (ii) frame or mirror any content forming part of the Veoci Program or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement; (iii) reverse engineer the Veoci Program or the Service; or (iv) access or use the Veoci Program or the Service to build a competitive product or service, or copy any ideas, features, functions or graphics of the Veoci Program or the Service. Grey Wall shall own any and all rights to, and may use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

9. Warranty.

- (a) Each party represents and warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement.
- (b) Grey Wall represents and warrants to Customer that: (i) it owns or otherwise has sufficient rights in the Veoci Program to grant to Customer the rights to access and use the Service granted in this Agreement, and (ii) it has taken commercially reasonable steps to test the Service for Viruses.
- (c) GREY WALL DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE VEOCI PROGRAM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED THIRD-PARTY WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY GREY WALL AND GREY WALL MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD-PARTY SOFTWARE THAT GREY WALL MAY USE TO PROVIDE THE SERVICE OR CUSTOMER MAY USE TO ACCESS THE SERVICE.
- (d) Customer represents and warrants to Grey Wall that: (i) Customer has the right to transmit to Grey Wall, and receive from Grey Wall, all data, material and records, including the Customer Data, that Customer provides to Grey Wall and that are required to enable Grey Wall to perform the Service and any other of its obligations under this Agreement; and (ii) it will use reasonable commercial efforts to prevent the inclusion of Viruses while it and its Users access the Service.

10. Limitation of Liability.

- (a) Except for death or personal injury and Grey Wall's indemnity obligations in Section 11, Grey Wall's liability for direct damages, loss or liability for any cause, and regardless of the form, of action will be limited to the total amount of fees payable by Customer under this Agreement over the six (6) months prior to the date that the action arose.
- (b) THE REMEDIES PROVIDED IN THE AGREEMENT TO CUSTOMER ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS IN

Continued...

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SECTION 11, IN NO EVENT SHALL GREY WALL BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

11. Indemnification.

(a) Grey Wall agrees to defend and indemnify Customer from and against, or at its option settle, any third-party claims (each a "Claim") that the Service or the Veoci Program alone and not in combination with any other product or program infringes any third-party intellectual property rights. Grey Wall may, at its option and at its own cost, procure for Customer the right to continue to use the Service; repair, modify or replace the Service or Veoci Program so that it is no longer infringing; or provide a pro rata refund of the fees paid based on the then-current term. Grey Wall shall have no liability under this Section if the allegation of infringement is a result of: (i) a modification of the Veoci Program by anyone other than Grey Wall, (ii) the Customer or any User not using the Service in accordance with the User Guide, (iii) or a work product that was produced at Customer's specific direction. THE FOREGOING STATES GREY WALL'S ENTIRE LIABILITY AND OBLIGATIONS REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

(b) Customer agrees to defend and indemnify Grey Wall from and against, or at its option settle, all Claims made or brought against Grey Wall: (i) arising out of Customer's use of the Service; (ii) alleging that the Customer Data, Customer's materials or records, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; or (iii) alleging that Grey Wall's use of the Customer Data as contemplated in this Agreement is not authorized.

(c) A party's indemnification obligation is contingent upon: (i) the indemnified party providing prompt notice to the indemnifying party of any such Claim and assistance in its defense; (ii) the indemnifying party's sole right to control the defense or settlement of any such Claim, except that any settlement requiring a payment or admission of liability on the part of the indemnified party is subject to the indemnified party's prior approval, not to be unreasonably withheld or delayed; and (iii) that the indemnified party shall not take any action or omit to take action that hinders the defense or settlement process, as reasonably directed by the indemnifying party.

12. Termination.

Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach of this Agreement, and such breach remains uncured at the expiration of such period after which written notice is given to the breaching party; or (ii) subject to any applicable mandatory Law, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party.

13. Waiver of Jury Trial.

THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT.

14. Choice of Law

The Agreement shall be construed and governed in accordance with the laws of the State of Connecticut (excluding its conflict of laws provisions).

15. Miscellaneous.

- (a) Customer may not assign this Agreement, the use of the Service or any other of its rights and obligations under this Agreement without Grey Wall's prior written consent. This Agreement shall be binding on the parties and their respective successors and assigns. Grey Wall shall have the unrestricted right to (i) assign all of its rights and obligations under this Agreement, and (ii) subcontract all or part of its performance under this Agreement.
- (b) Customer shall not export or use the Service in violation of applicable Laws.
- (c) The Services, other technology that Grey Wall makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- (d) Neither party is an agent or contractor of the other, and this Agreement does not confer or delegate upon a party any discretionary authority or control on behalf of the other party.
- (e) Each party shall be excused from performance of its obligations under this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by circumstances beyond its reasonable control, including an act of God, severe weather, hurricane, earthquake, flood, war, civil disturbance or civil commotion, terrorism, court order, or any other cause over which such party does not have control, including internet or communication problems (including an internet service provider's or hosting facility's failures or delays involving hardware, software or power systems not within Grey Wall's possession or reasonable control), third-party hardware or software errors, Viruses or similar harmful programs or data, or unauthorized access or theft (any of the foregoing, a "Force Majeure Event").
- (f) All documents referenced in this Agreement, including the Order Form(s), are a part of this Agreement. All other prior or contemporaneous agreements, proposals, purchase orders, representations and other understandings, whether oral or written, related to the Service are superseded by this Agreement. No alteration or modification of this Agreement will be valid unless made in a writing signed by the parties.
- (g) There shall be no third-party beneficiaries to this Agreement.
- (h) All notices required or permitted under this Agreement hereunder shall be delivered to the other party either personally, or by telefax, email, certified or registered mail (return receipt requested), or overnight courier. If delivered personally, notice shall be effective when delivered; if delivered by telefax or email, notice shall be effective upon electronic confirmation; and if delivered by mail or overnight courier, notice shall be effective upon confirmation of delivery.

Continued...

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(l) The section headings in this Agreement are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. When used in this Agreement, "including" and word(s) of similar import mean "including without limitation."

(j) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severed from this Agreement and shall not affect in any respect the remainder of this Agreement.

(k) The sections entitled "Warranty," "Limitation of Liability," "Customer Data," "Fees and Payment," "Indemnification," "Confidentiality; Privacy," "Proprietary Rights" and Customer's obligation to pay any outstanding fees due shall survive expiration or termination of this Agreement.

Exhibit B

SERVICE LEVEL AGREEMENT

Capitalized terms that are not otherwise defined in this Exhibit B shall have the meaning set forth in the Subscription Terms and Conditions.

1.0 Introduction

The measurements and service levels set forth in this Exhibit B are designed to provide an objective measurement of Grey Wall's performance of the Service (each an "SLA"; collectively, "SLAs"). The SLAs may be reviewed and adjusted as mutually agreed upon in writing by the parties.

2.0 Reporting

Grey Wall agrees to provide to Customer, within sixty days of its receipt of a written request from Customer, a quarterly electronic report to verify Grey Wall's performance against the SLAs. Grey Wall agrees to investigate and correct failures to meet the SLAs by:

- (i) Initiating investigations to determine the root cause of the failure;
- (ii) using commercially reasonable efforts to correct the issue;
- (iii) advising Customer as reasonably requested by Customer of the status of efforts being undertaken with respect to the issue; and,
- (iv) providing reasonable evidence to Customer that the cause of the issue is being corrected or will be corrected.

3.0 SLA Definitions and Measurements

"Minor Default" is deemed to occur when Grey Wall's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.

"Major Default" is deemed to occur when Grey Wall's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.

"Scheduled Downtime" means the planned downtime, of which Grey Wall has notified Customer at least 72 hours in advance.

"Service Level Default" means that Grey Wall's performance fell below the established SLA during a measurement period.

"Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.

"Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.

Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable.

The SLA's set forth in this Exhibit shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies such as damages for breach of contract.

4.0 Exceptions

The following items will not be considered as a part of the calculation of Service Level Credits and Grey Wall will be relieved of responsibility for SLAs and associated Service Level Credits to the extent Grey Wall's failure to meet the SLA (s) is determined by the parties, to be due to:

- (i) Force Majeure Events as defined in the Agreement
- (ii) Outages resulting from Scheduled Downtime, including Grey Wall's upgrading of data center infrastructure
- (iii) Outages arising from Customer's network being inaccessible
- (iv) Domain Name Server (DNS) issues outside of the control of Grey Wall
- (v) Customer's acts or omissions (Including acts or omissions of a third party not acting on behalf of Grey Wall), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct
- (vi) Internet outages, or other third party infrastructure outages which hinder access to Grey Wall's environment
- (vii) Outages requested by Customer
- (viii) Changes by Customer, or its agents, to Customer's environment which are not communicated to Grey Wall and which adversely impact Grey Wall's ability to perform the Service.
- (ix) Inability of Customer to log in due to Customer's use of LDAP or other single sign-on methods to control authentication.

5. 0 Service Level Measurement

Service Area: Production Uptime

Objective: Grey Wall to provide 99.5% monthly uptime for Production Software Instances

Measurement: For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point in time that such unavailability is or reasonably should have been detected by Grey Wall. (Uptime % = $[1 - (\text{Production downtime} / 43,200) * 100\%]$). For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is $[1 - (200 / 43,200) * 100\%] = 99.5\%$

Target Service Level: Production Uptime is greater than or equal to 99.5%

Minor Default: Production Uptime is less than 99.0% but greater than or equal to 98%

Major Default: Production Uptime is less than 95%

Measurement Period: Measured on a monthly basis. Grey Wall will measure the Production Uptime for each downtime event and in the aggregate each month during the Term, and, upon written request of Customer, report the results to Customer within ten (10) business days of the of the request.

Service Level Credits: Minor Default = credit of one (1) additional day of the Service as an extension of the term of the Agreement.

Major Default = credit of two (2) additional days of the Service as an extension of the term of the Agreement.

Exhibit C

SUPPORT AGREEMENT

Capitalized terms that are not otherwise defined in this Exhibit C shall have the meaning set forth in the Subscription Terms and Conditions.

Grey Wall will provide the following support services to the Customer during the term of the Agreement:

- certain self-service resources, including a help site;
- opportunity to submit non-critical issues to Grey Wall via online or email submission, and Grey Wall will respond to such submissions within two full business days of receipt;
- opportunity to submit critical issues to Grey Wall, and Grey Wall will respond to such submissions within two business hours of receipt; and
- for additional fees and subject to availability, Customer may to attend supplemental training classes offered from time to time by Grey Wall.



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
CLARION FIRE PROTECTION SERVICES**



THIS AGREEMENT made effective _____, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the ("AIRPORT")), and **Clarion Fire Protection Services** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$2 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

CONTRACTOR: Clarion Fire Protection Services

Daniel W. Drake, Chairman Date:

Print Name: *Maurice F. Finner*

Date:

Title: President

Date:

FEIN: 27-0867747

Date: _____

Approved as to Funds Available: **65482-52404**
65482-52424

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Clarion Fire Protection Solutions
2. **State of Incorporation:** MA
3. **Principal Office Address:** 84 Lincoln Street, Boston, MA 02135
4. **Description of Services:** Fire suppression services, including testing, inspections, repairs, modifications and installations and/or fire alarm monitoring as described on Mass CommBuys Master Blanket PO-15-1084-POLGH-GHQ-00000001854 (aka SP12-FIRE-X81 Fire) attached as Exhibit D.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
 - Fuel Farm Alarm Facility – Operations Superintendent (Preston Harimon) or his designee
 - Building Alarm Systems - Building & Technical Specialist (John Dugan) or Security Coordinator (Robert Tallman) or their designee.
6. **Term of Agreement (§3.1):**
 - Initial Term 2 Months ending 06/15/16
 - One (1) twenty-four month (24 month) renewal options are included in CommBuys Master Blanket PO. If such renewal is exercised by the State Police, this Contract may be extended as such.
7. **Completion Date (§3.2):**
 - Initial Term 06/15/2016
 - If Master Blanket PO extended by Dept. of State Police – 6/15/2018
8. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

- a. **Maximum Project Amount:** Not to exceed \$35,000.00 over the life of the contract.

Rates per OSD Contract Initial Term:

Hourly Rate per hour/per tech: \$125.00

Emergency Rate per hour/per tech; \$187.50

- b. **Payment Increments:** Contractor shall submit invoice each month service is performed accompanied by Certified Payroll Reports.
- c. **Reimbursable Expenses** (if any):

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: Maurice F. Fimenty

Print Name: Maurice F. Fimenty, President

Date: _____

FEIN: 27-0867747

**Master Blanket Purchase Order PO-15-1084-POLGH-GHQ-00000001854****Header Information**

Purchase Order Number:	PO-15-1084-POLGH-GHQ-00000001854	Release Number:	0	Short Description:	SP12-FIRE-X81 Fire System maintenance
Status:	3PS - Sent	Purchaser:	Kimberley DeSiata	Receipt Method:	Quantity
Fiscal Year:	2015	PO Type:	Blanket	Minor Status:	
Organization:	Department of State Police	Location:	GHQ - General Headquarters	Type Code:	Non-Statewide Contract
Department:	POLGHQ - MSP General Headquarters	Entered Date:	07/28/2014 12:39:32 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0				

Print Dest Detail: If Different

Catalog ID:	Release Type:	Direct Release	Pcard Enabled:	No
Contact Instructions:	Tax Rate:		Actual Cost:	\$0.00

Special Instructions:

Agency Attachments:

[C132278-vCurrent_OD.xlsx](#)
[RFR FireServices 2012.doc](#)
[EVALU Fire-X81 2012.doc](#)
[Evaluation Scoresheet Fire X81.xls](#)

Vendor Attachments:**Agency Attachment Forms:****Vendor Attachment Forms:****Primary Vendor Information & PO Terms**

Vendor:	<u>00006427 - Clarion Fire Protection</u> Diana Jones 84 Lincoln Street Brighton, MA 02135 US Email:	Payment Terms:	Shipping Method:
		Shipping Terms:	Freight Terms:

djones@clarionfire.com
Phone: (617)903-3191

Master Blanket/Contract Vendor Distributor List

<u>Vendor ID</u>	<u>Alternative ID</u>	<u>Vendor Name</u>	<u>Preferred Delivery Method</u>	<u>Vendor Distributor Status</u>
00006427		Clarion Fire Protection	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/15/2012 **Master Blanket/Contract End Date:** 06/15/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
1022 - Department of Mental Health	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
1084 - Department of State Police	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: The Department of State Police seeks responses from qualified and experienced vendors to provide fire suppression services, including: testing, inspections, repairs, modifications and installations and/or fire alarm monitoring. If bidder meets requirements they will be placed on a qualified vendor list. Per the specifications in the RFR. Open to All Commonwealth Entities 3PS - Sent

UNSPSC Code: 92-12-17
 Security systems services
 92-12-17-02
 Fire alarm maintenance or monitoring
 92-12-17-02-0000
 Fire alarm maintenance or monitoring

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:

Exit

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SP12-FIRE-X81

Fire Alarm & Sprinkler Inspections - Repairs & Monitoring Systems										
	Points	Fire Systems Inc	Fire & Sprinkler Protection	Fire Equipment Inc	Signet Electronic Systems Inc.	Cogswell Sprinkler	Fire Service Group	Clarion Fire Protection	Simplex Grinnell	
Hourly Rate per hour per tech		\$ 114.00	\$ 112.50	\$ 135.00	\$ 105.00	\$ 124.00	\$ 95.00	\$ 125.00	\$ 120.00	
Emergency Rate per hour per tech		\$ 171.00	\$ 168.75	\$ 202.50	\$ 152.50	\$ 186.00	\$ 115.00	\$ 187.50	\$180 hr Fire Alarm/ \$300 hr sprinkler	
Emergency Response Time	Hrs	1-3	1.5	2	4	2	2	2	4	
Years in business		27	24	85	37	21	20	19	11	
Service Area		Southshore-Cape Code, Worcester County Central Mass	Statewide	Statewide	Statewide	Statewide	Worcester County/ Central Mass & Berkshire/Western Mass	Greater Boston, South Shore/Cape Cod, Northeast Mass, Worcester County/Central MA	Statewide	
Experience	40	40	30	40	40	30	30	30	20	
References	15	10	6	10	10	10	10	10	5	
Completion of required documentation	10	9	3	9	7	9	9	9	6	
Small Business Purchasing Program	10	0	0	0	0	0	0	0	0	
Prompt Pay Discounts	10	6	0	2	0	0	2	0	0	
TOTAL SCORE	85	65	39	61	57	49	51	49	31	



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
KEYSTONE PRECISION INSTRUMENTS



This AGREEMENT, effective _____ made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and **Keystone Precision Instruments**, (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above, and terminate on August 1, 2016, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Airport Commission, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount not to exceed \$12,296.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$12,296.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:



Print name: George Allport, Jr.

Daniel W. Drake, Chairman Date: _____

Title: President

Date: 5/17/16

FEIN/SSN: 23-2819753

Department Org./Obj. Code: **55433-95139**

As to the Availability of Funds:



Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services: Purchase of one (1) Trimble Geo 7X Handheld GPS plus related software as described on Quote #0134585, attached as Exhibit C.
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (a) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (b) Such additional insurance as may be required to be carried by the CONTRACTOR by law.



AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
TEAM EAGLE, INC



This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and TEAM EAGLE INC, 141 Sanborn Rd, Tilton, NH 03276. (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above, and terminate on September 1, 2016, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Airport Commission, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$910.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$910.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name: _____

Daniel W. Drake, Chairman Date: _____

Title: _____

Date: _____

:

FEIN/SSN: ____04-0524681_____

Department Org./Obj. Code: **65482-54214**

As to the Availability of Funds:

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services:
Supply and ship complete set of filters for 2015 Oshkosh Striker 1500:
(1) Main Fuel Filter Part #0-2678765
(1) Pre Fuel Filter Part # 0-2417474
(1) Transmission Filter Part # 0-5HA614
(1) Oshkosh Engine Belt Part #4057317
2. Other payment terms: 100% payment upon submission of invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (a) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-0524681

Federal Employer Identification Number

By: _____, President

Team Eagle, Inc

Date:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

Date

Please Print Name

Name of Business: Team Eagle Inc.



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND**



NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP.

This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP., 10 Stillman Road, New Haven, CT 06473 hereinafter, the ("CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above and terminate on September 1, 2016 or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Airport Commission, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$415.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$415.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name: _____

Daniel W. Drake, Chairman Date: _____

Title: _____

Date: _____

FEIN/SSN: ____06-1439094_____

Department Org./Obj. Code: **65482-52403**

As to the Availability of Funds:

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services:
Supply and ship parts for 1989 Oshkosh T-1500 ARFF Vehicle
 (1) MC Products Water Level Sender Unit #4554460
 (1) MC Products Foam Level Sender Unit #4572400
2. Other payment terms: 100% payment upon receipt of parts and submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (a) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

06-1439094

Federal Employer Identification Number

By: _____, President

NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORP.

Date:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal Date

Please Print Name

Name of Business: New England Fire Equipment & Apparatus Corp.



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
STATE OF NH, DEPARTMENT OF SAFETY,
DIV. OF FIRE STANDARDS & TRAINING**



This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and STATE OF NEW HAMPSHIRE, DEPT. OF SAFETY & TRAINING AND EMERGENCY MEDICAL SERVICES, 33 Hazen Drive, Concord, NH 03305 hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on May 1, 2016, and terminate on April 30, 2017, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation not to exceed \$10,400.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$10,400.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

IN WITNESS THEREOF:

STATE OF NH, DEPT. OF SAFETY
DIV. OF FIRE STANDARDS & TRAINING

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name: _____
Title: _____

Daniel W. Drake, Chairman Date: _____

Date: _____

FEIN/SSN: _____ 02-6000618 _____

Department Org./Obj. Code: **65482-53187**

As to the Availability of Funds:

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services:

Conduct 8 hours of Live Burn Training, 2 times per year for Aircraft Rescue Fire Fighter Personnel as required per Part 139 Certification. Each class will consist of 6 ARFF Personnel and will cover the following:

- Fuel Spill – hand Line
- Fuel Spill – Turret
- Wheel Brake Fire
- Wing Engine Fire
- Cabin Fire
- Cargo Fire
- Flight Deck Fire
- Baggage

Provide the Airport with Certificates of Completion for each trainee.

2. Other payment terms: 100% payment upon completion of each training session, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

02-6000618

Federal Employer Identification Number

By: _____, Treasurer

State of NH Dept. of Safety,
Division of Fire Standards & Training

Date:



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
MARINE HOME CENTER**



This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and MARINE HOME CENTER, 134 Orange Street, Nantucket, MA 02554 (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on May 1, 2016 and terminate on April 30, 2019, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Airport Commission, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation not to exceed \$40,000.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$40,000.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name: Maureen Gibbons

Daniel W. Drake, Chairman Date: _____

Title: _____

Date: _____

Date: _____

Date: _____

FEIN/SSN: 22-3979919

Department Org./Obj. Code: **65482-52404**

As to the Availability of Funds:

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services: To provide various materials and supplies to all Town Departments on as "as needed" basis. Pricing at a 0% discount over retail with a 5% discount if promptly paid in 10 days. Contract pricing to include all Town departments and entities with a separate contracts entered into by Airport, School, Water Co and Land Bank based on same proposal.
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (d) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

22-397-9919
Federal Employer Identification Number

By: Maureen Libby

Date: 5/6/16

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Maureen Gibbons
Signature of person signing bid or contract

Marine Home Center
134 Orange St.
Nantucket, MA 02554



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
ENE SYSTEMS, INC.**



THIS AGREEMENT made effective _____, 2016 by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the ("AIRPORT")), and **ENE Systems, Inc.**, whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (e) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

CONTRACTOR: ENE Systems, Inc.

Daniel W. Drake, Chairman

Print Name: _____

Title: _____

FEIN: ____04-2956130_____

Approved as to Funds Available: 55430-95136

Brian E. Turbitt, Director of Municipal Finance,
or Bob Dickinson, Assistant Town Accountant

PO # _____

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** ENE Systems, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 480 Neponset Street, Suite 11D
Canton, MA 02021
4. **Description of Services:** Oversight of Geothermal System restart due to North Ramp paving project damage to geothermal well pipe.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
John Dugan
6. **Term of Agreement (§3.1):** October 1, 2015 – July 31, 2016
7. **Completion Date (§3.2):** July 31, 2016
8. **Additional Insurance Coverage (§6.2(e)):** None

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount:** \$2,127.00
 - b. **Payment Increments:** Upon completion of each repair, submittal of invoice and certified payrolls.
 - c. **Reimbursable Expenses (if any):** None. Travel included in above price.

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

By:

Print Name: _____, President

Date

FEIN: 04-2956130



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

MAY 16 2016

Airport/Planning Area

Nantucket Memorial Airport

AIP Grant Number

3-25-0033-064-2016

DUNS Number

606287670

TO: Nantucket Airport Commission
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 28, 2016, for a grant of Federal funds for a project at or associated with the Nantucket Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Nantucket Memorial Airport (herein called the "Project") consisting of the following:

Construct Airfield Electrical Vault,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,148,850.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,148,850 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 11, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or

misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct

administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 2, 2003 attached to AIP grant 3-25-0033-040-2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
24. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the Town of Nantucket, Massachusetts, as principal, and the Massachusetts Aeronautics Commission, as agent, created by an Agreement of Agency dated June 21, 1972, which is

incorporated herein by reference. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.

25. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Mary T. Walsh
(Typed Name)

Manager, Airports Division
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, 2016.

Nantucket Airport Commission

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2016.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

SUBLEASE AGREEMENT

Made as of the _____ day of June 2016, by and between McGrath Family Trust ("Sublessor") and Eastern Air Freight, LLC a Massachusetts Limited Liability Company ("Sublessee").

WITNESSETH:

WHEREAS. Sublessor has leased from Nantucket Memorial Airport Commission ("NMAC") (Major Lessor) approximately 22,000 square feet of land and a general hangar located at the Nantucket Memorial Airport as more completely described on Exhibit "A" ("Premises") and made a part hereof under an Indenture of Lease dated April 1, 2000 hereinafter referred to collectively as the ("Major Lease") copies of said Lease Indenture being attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, Sublessee is desirous of subleasing all of the Premises under the Major Lease on substantially the same terms and conditions as the Major Lease; and

WHEREAS, Sublessor is willing to sublet the Premises on that basis;

WHEREAS, Article VII of the Major Lease requires that NMAC approve any sublease of the demised premises and NMAC is willing to approve a sublease on the terms set forth herein;

NOW THEREFORE for good and valuable consideration the parties agree as follows:

- 1) Sublessor hereby sublets to Sublessee all of the Premises as shown as Exhibit "A" attached hereto consisting of approximately 22,000 square feet of land and a general hangar for a term of Three (3) years and ten (10) months commencing on June 1, 2016 and ending on March 31, 2020. Said hangar is now known and numbered as Hangar 8.
- 2) Sublessee shall pay Sublessor as rent the total rent calculated under Article III and Article IV of the Major Lease including Base Rent, Annual Business Fee, Additional Rent in the form of municipal taxes and additional charges by Sublessor under the Major Lease, and said rent to be payable at such times, in such amounts and subject to such amendments as are set forth in the provisions of the Major Lease.
- 3) With respect to the Premises, and with the addition of the provisions of Paragraph 5 below, and those specific terms hereinafter noted in this Paragraph 3, all terms, covenants, and conditions of the Major Lease are made a part hereof, Sublessor herein being considered as Lessor and Sublessee herein being considered as a lessee, this Sub-Lease shall operate as though it was an assignment pro tanto:
 - a. Sublessee shall not be required to provide any Department of Environmental 21E study or assessment, but will fully reimburse Sublessor for any and all cost or expense incurred to procure same.

- b. Sublessee shall not be required to put up a bond to cover the removal and/or cleanup of the Premises at the Lessee's departure from the Premises, but will fully reimburse Sublessor for any and all cost or expense incurred to produce same.
- 4) Sublessee hereby accepts the Premises as is and in their present condition.
- 5) Notwithstanding the foregoing, it is agreed that the Premises shall be used by Sublessee solely as an airfreight delivery and distribution business, including activities necessary and incidental thereto, but for no other purposes without written approval of the NMAC. Sublessee further acknowledges and agrees in fulfillment of its obligations under the Major Lease to accept, handle, store, move, and process air freight through the facility and on the airfield for other air carriers on a commercially reasonable basis and for commercially reasonable compensation. Sublessee agrees to up-date NMAC with its schedule of commercial handling rates.
- 6) Sublessee further acknowledges and agrees that, in fulfillment of its obligations under the Major Lease under Article VIII (5), that Sublessee will provide NMAC, through its Manager, with its current schedule of commercial handling rates for units and services. Said schedule shall not restrict Sublessee's right therein to offer reasonable and nondiscriminatory discounts, rebates, or other price reductions. NMAC shall have the option and standing to enforce such terms against Sublessee.
- 7) Major Lessor has agreed to provide certain services and to perform other obligations under the Major Lease. Upon reasonable notice from the Sublessee of the failure of Major Lessor to perform any such obligation or to provide any such service, Sublessor will promptly and diligently undertake to enforce its rights under the Major Lease provided however, the method and manner of seeking enforcement thereof shall solely be within the judgment, discretion, and determination of Sublessor. Notwithstanding anything herein to the contrary, Sublessor shall not be liable to Sublessee for money damages on account of the failure of Major Lessor to perform such obligations or provide any such service, nor shall any such failure constitute a constructive eviction of Sublessee.
- 8) Sublessee shall not do or permit anything to be done which would cause the Major Lease to be terminated by Major Lessor or forfeited. Sublessee hereby indemnifies and holds Sublessor harmless from and against all direct damages of any kind which Sublessor may suffer by reason of any breach or default hereunder by Sublessee, including termination or forfeiture of the Major Lease, and from and against all other liabilities, claims, and damages arising during the term of the Sublease or out of or in connection with the use and occupancy of the Subleased Premises by Sublessee, except to the extent Sublessor is indemnified by its insurance carriers or by Major Lessor for such liabilities, claims or damages.
- 9) Sublessee shall not sublet the Subleased Premises, in whole or in part, nor assign the Sublease nor permit any interest of Sublessee in the Sublease to become vested in any third party, without the prior written consent of Sublessor and Major Lessor in each instance.

- 10) Notwithstanding the characterization of this agreement as a sublease, each of the Sublessor and Sublessee will be fully liable for payment and performance of each of the terms and conditions of the Major Lease and this Agreement and Sublessor and Sublessee further acknowledge and agree that NMAC shall have the right to enforce such terms against either or both of the Sublessor and Sublessee, including by termination of the Major Lease and eviction of the occupant, as NMAC may determine, in its unfettered discretion.
- 11) All prior undertakings and agreements between the parties are merged within this Sublease which alone, fully and completely sets forth the understandings of the parties with respect to the Subleased Premises, and this Sublease may not be changed or terminated orally or in any manner other than by written agreements signed by the parties.
- 12) Any notice or demand from Sublessor to Sublessee or from Sublessee to Sublessor shall be deemed duly served if mailed by certified mail addressed to:

Sublessor:

P.O. Box 2639
Nantucket, MA 02584

Sublessee:

Attn Richard Araujo
Eastern Air Freight, LLC
1475 Airport Rd
New Bedford, MA 02746

Or such place as Sublessor may designate in writing in the future, and the customary certified mail receipt shall be conclusive evidence of such service.

WITNESS the execution in duplicated under seal the day and year first above written.

Sublessor:

MCGRATH FAMILY TRUST

By: William F. McGrath, Jr.
Its: Trustee

Sublessee

EASTERN AIR FREIGHT, LLC

By: Richard Araujo
Its: Manager

Foregoing Sublease consented to:

NANTUCKET MEMORIAL AIRPORT COMMISSION

By:
Its:

By:
Its:

By:
Its:



Nantucket Memorial Airport

Monthly Statistical Report

(April 2016)



Nantucket Memorial Airport

Operations FY2015 vs. FY2016

		CY 2015						CY 2016						
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
FY 2016	ITINERANT	Air Carrier	280	310	162	56	0	0	1	0	0	0		809
		Air Taxi	11,164	10,138	7,886	6,157	4,360	3,461	3,025	2,444	2,897	3,326		54,858
		General Aviation	6,157	5,941	3,970	2,607	2,036	1,685	1,556	1,527	1,725	2,218		29,422
		Military	99	29	69	45	64	257	40	65	120	48		836
		TOTAL	17,700	16,418	12,087	8,865	6,460	5,403	4,622	4,036	4,742	5,592		85,925
	LOCAL	Civil	22	5	30	32	5	16	6	8	0	2		126
		Military	13	0	0	12	0	0	0	18	0	0		43
		TOTAL	35	5	30	44	5	16	6	26	0	2		169
		TOTAL	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594		86,094
		% Change	5.53%	-5.99%	6.88%	5.27%	3.01%	-21.02%	6.61%	4.61%	-11.83%	-22.40%		

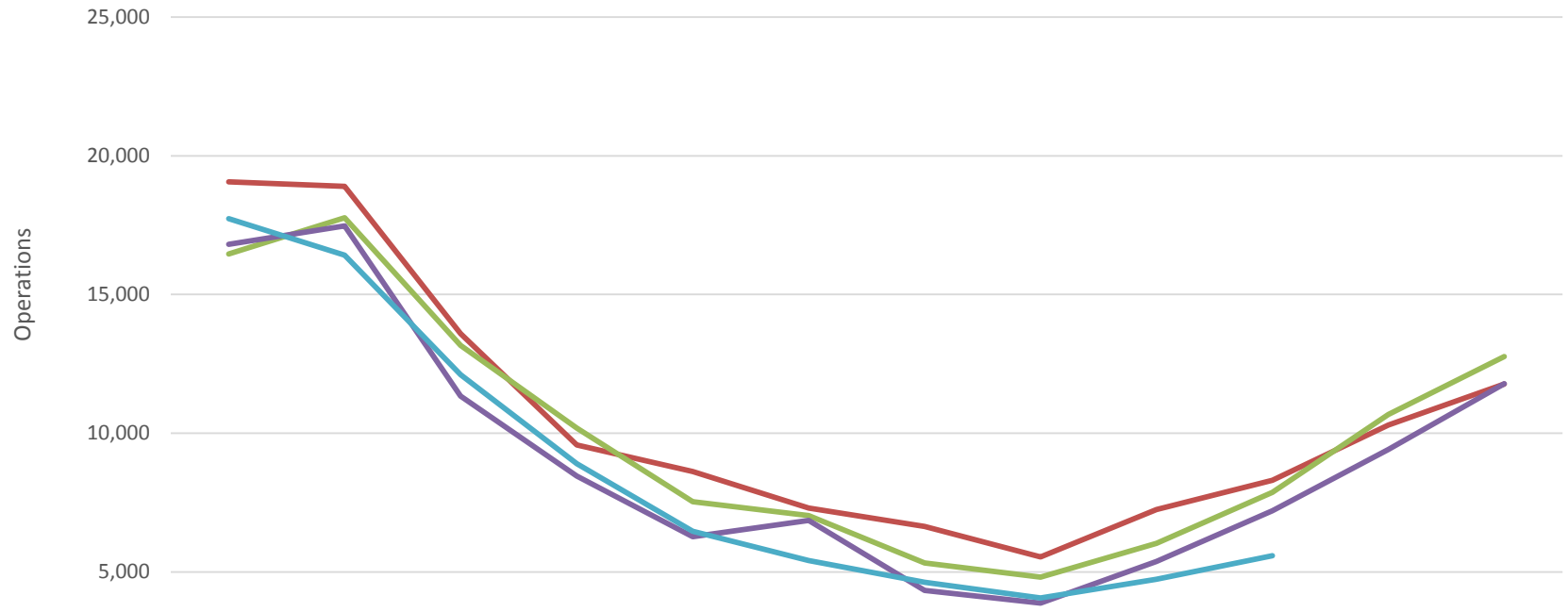
April 2015 vs. April 2016 Down -22.40%
YTD Down – 0.11%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	5,928	96,005	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	7,257	103,769	8.09%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	6,031	94,358	-9.07%
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	5,378	86,192	-8.65%
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594	86,094	-0.11%



Nantucket Memorial Airport

Operations FY 2013-2016



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	11,786
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594		



Nantucket Memorial Airport

Passenger Enplanements FY2015 vs. FY2016

		CY 2015						CY 2016						
FY2016	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Cape Air <i>(KAP)</i>	7,229	8,182	6,178	3,366	1,776	1,536	1,330	1,182	1,382	1,632			33,793
	United Airlines	2,093	1,686	0	0	0	0	0	0	0	0	0		3,779
	Delta Airlines	2,193	2,696	0	0	0	0	0	0	0	0	0		4,889
	Island Air <i>(ISA)</i>	4,972	4,803	4,269	4,272	3,252	0	0	0	0	0	0	0	21,568
	JetBlue Airways	10,030	11,536	6,175	2,062	0	0	0	0	0	0			29,803
	Nantucket Air <i>(ACK)</i>	1,580	1,540	1,275	1,347	868	1,054	1,423	1,093	1,465	1,340			12,985
	Tradewind Aviation	1,218	1,387	666	199	111	162	13	12	32	50			3,850
	US Airways	1,935	1,422	259	0	0	0	0	0	0	0	0		3,616
	Monthly Total	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022			114,283
	% Change Prior Year	-3.21%	-6.34%	-2.21%	-2.72%	-10.21%	-61.52%	-34.66%	-49.58%	-52.22%	-60.27%			

April 2015 vs. April 2016 Down -60.27%
YTD Down - 15.25%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,774	12,012	9,029	8,752	6,729	7,047	7,627	9,674	142,631	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	142,002	-0.44%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	140,058	-1.37%
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	134,840	-3.73%
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022	114,283	-15.25%



Nantucket Memorial Airport

Operations and Enplanements April FY2015 vs. FY2016

	OPERATIONS			ENPLANEMENTS		
AIRLINE	FY15 April	FY16 April	% Diff.	FY15 April	FY16 April	% Diff.
Cape Air (KAP)	319	315	-1%	1,683	1,632	-3%
Piedmont/United	Closed	Closed	0%	Closed	Closed	0%
Continental Connection (Comut air)	Closed	Closed	0%	Closed	Closed	0%
Delta Express (Freedom Air)	Closed	Closed	0%	Closed	Closed	0%
Delta Airlines	Closed	Closed	0%	Closed	Closed	0%
Island Air (ISA)	562	0	-100%	4082	0	-100%
JetBlue Airways	Closed	Closed	0%	Closed	Closed	0%
Nantucket Air (ACK)	369	239	-35%	1,732	1,340	-23%
Tradewind Aviation	54	43	-20%	110	50	-55%
USAirways (Air Wisconsin - AWI)	Closed	Closed	0%	Closed	Closed	0%
Monthly Total	1,304	597	-54%	7,607	3,022	-60%



Nantucket Memorial Airport

Cape Air Average Load Factors for ACK-BOS

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (BOSTON)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	872	196	4.45	9	49%	21%	723	
February	815	173	4.71	9	52%	15%	707	
March	1001	203	4.93	9	55%	16%	865	
April	1231	211	5.83	9	65%	-4%	1286	1294



Nantucket Memorial Airport

Cape Air Average Load Factors for ACK-EWB

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (EWB)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	270	60	4.50	9	50%	137%	114	
February	186	47	3.96	9	44%	69%	110	
March	247	58	4.26	9	47%	61%	153	
April	244	52	4.69	9	52%	-12%	278	265



Nantucket Memorial Airport

Cape Air and ACK Air Average Load Factors for ACK-HYA

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HYA)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	105	20	5.25	9	58%	775%	12	
February	26	11	2.36	9	26%	18%	22	
March	59	18	3.28	9	36%	638%	8	
April	56	21	2.67	9	30%	1020%	5	

Nantucket Memorial Airport Total Passenger Enplanements ACK AIR 9 Seats (HYA)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	1423	242	5.88	9	65%	42%	1004	
February	1182	211	5.60	9	62%	2%	1157	
March	1465	246	5.96	9	66%	-9%	1613	
April	1340	239	5.61	9	62%	-22%	1727	



Nantucket Memorial Airport

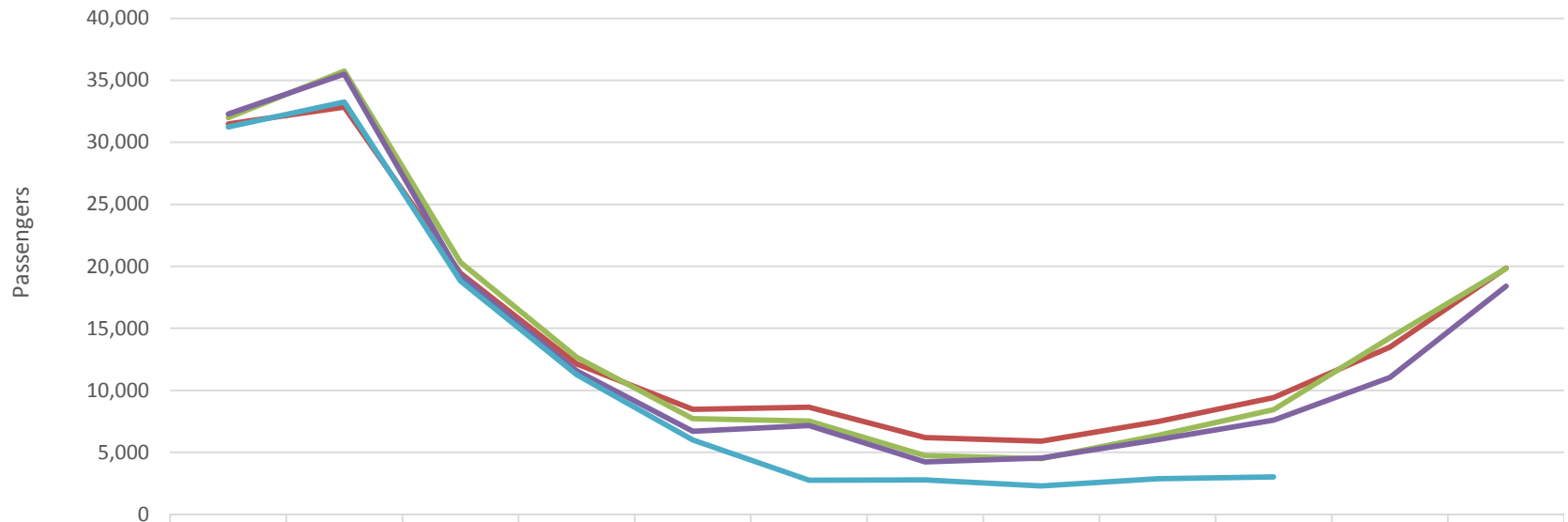
Cape Air Average Load Factors for ACK-MVY

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (MVY)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	83	29	2.86	9	32%	32%	63	
February	66	24	2.75	9	31%	18%	56	
March	75	29	2.59	9	29%	-18%	91	
April	101	30	3.37	9	37%	-15%	119	117



Nantucket Memorial Airport

Passenger Enplanements



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	11,039	18,411
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022		



Nantucket Memorial Airport

Jet A Gallons Sold FY2011 vs. FY2016

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
FY11	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00
FY12	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00
FY13	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00
FY14	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00	1,194,978.00
FY15	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
FY16	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00			1,008,849.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%	-11.13%			

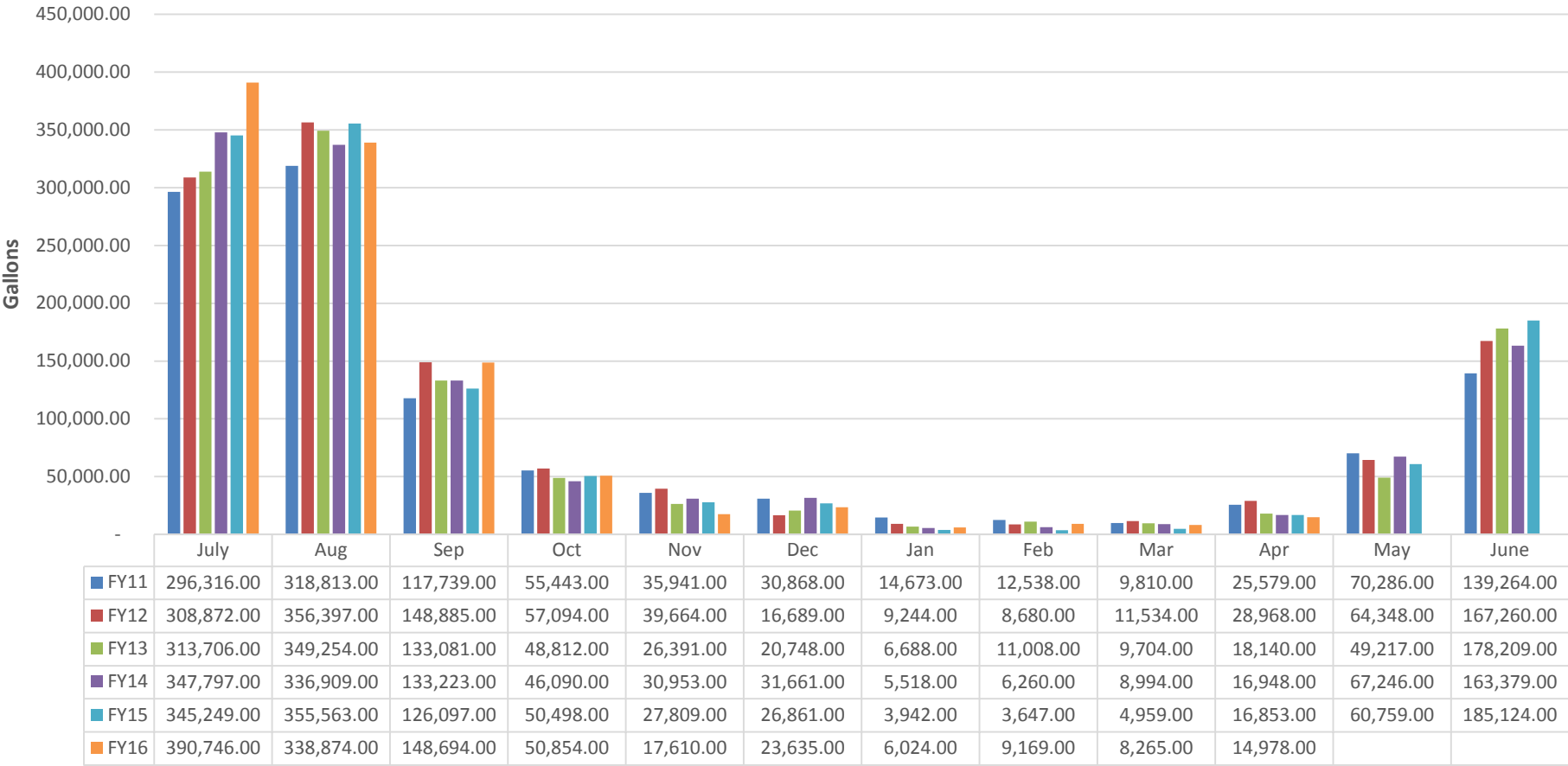
April 2015 vs. April 2016 Down – 11.13%
YTD Up 4.93%

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>YTD Total</u>	% Change
2011 Jet A	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	917,720.00	
2012 Jet A	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	986,027.00	7.44%
2013 Jet A	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	937,532.00	-4.92%
2014 Jet A	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	964,353.00	2.86%
2015 Jet A	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	961,478.00	-0.30%
2016 Jet A	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	1,008,849.00	4.93%



Nantucket Memorial Airport

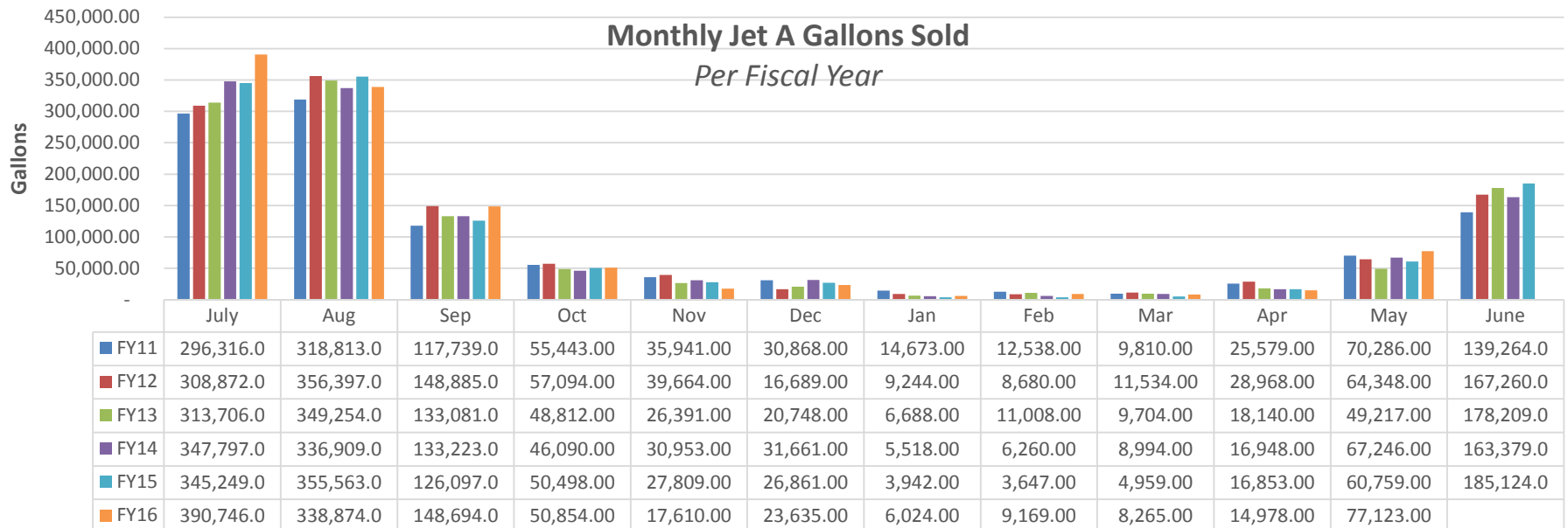
Monthly Jet A Gallons Sold
Per Fiscal Year





May vs. May UP 26.93% Jet A

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
FY11	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00
FY12	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00
FY13	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00
FY14	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00	1,194,978.00
FY15	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
FY16	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	77,123.00		1,085,972.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%	-11.13%	26.93%		





Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2016

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40
FY 2013	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
FY 2016	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60			94,082.20
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%	40.78%	3.53%			

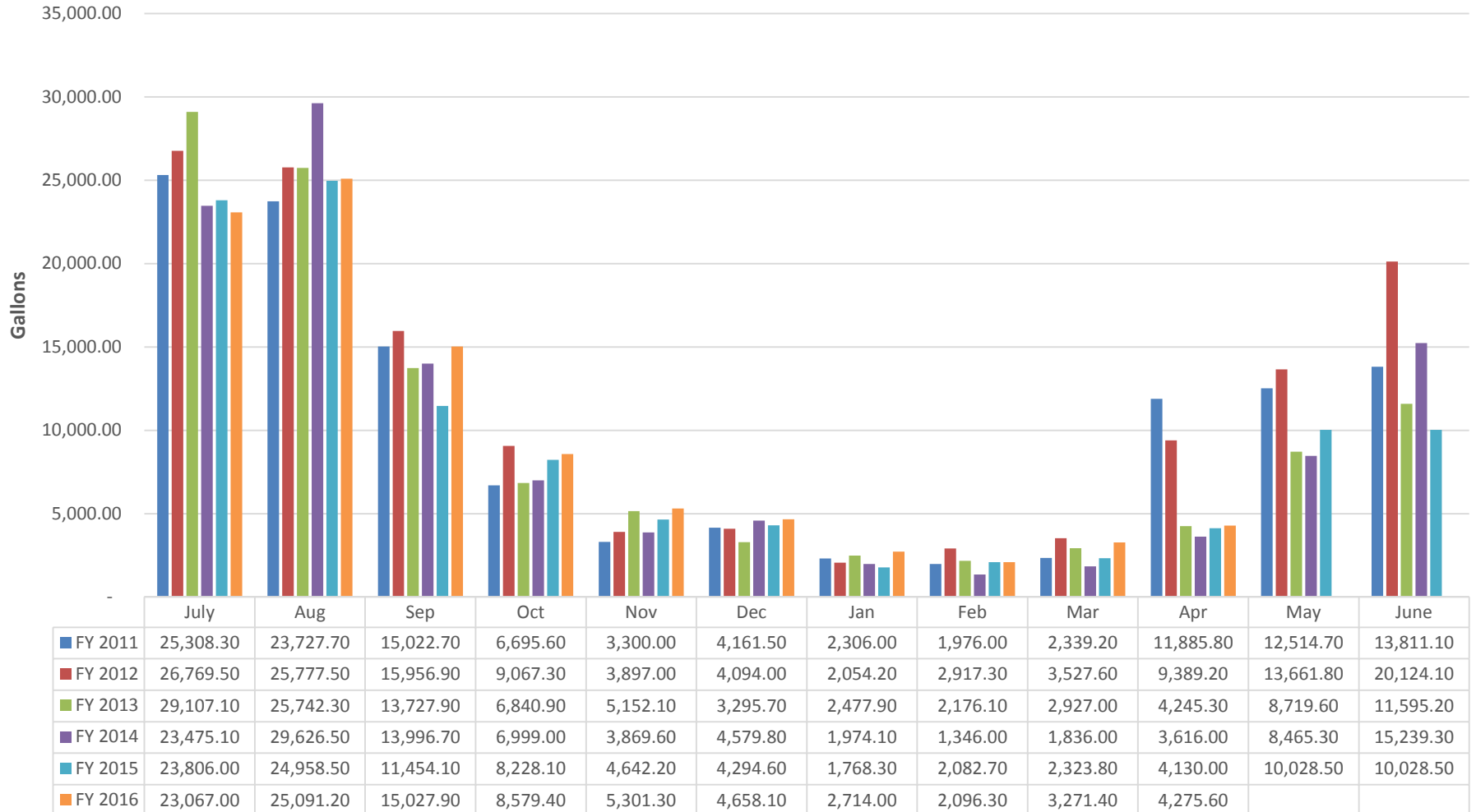
April 2015 vs. April 2016 UP 3.53%
YTD Up 7.29%

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>YTD Total</u>	% Change
2011 AvGas	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	96,722.80	
2012 AvGas	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	103,450.50	6.96%
2013 AvGas	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	95,692.30	-7.50%
2014 AvGas	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	91,318.80	-4.57%
2015 AvGas	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	87,688.30	-3.98%
2015 AvGas	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	94,082.40	7.29%



Nantucket Memorial Airport

Monthly 100LL Gallons Sold
Per Fiscal Year





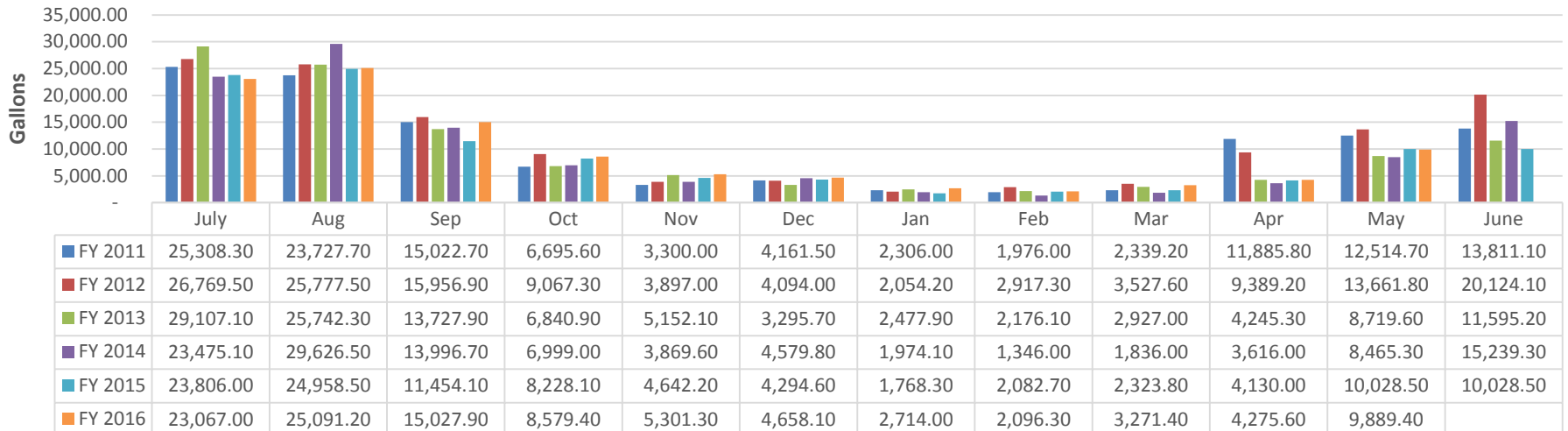
May vs. May Down - 1.39%

Avgas 100LL

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40
FY 2013	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
FY 2015	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
FY 2016	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	9,889.40		103,971.60
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%	40.78%	3.53%	-1.39%		

Monthly 100LL Gallons Sold

Per Fiscal Year





Nantucket Memorial Airport

- FY 2016 monthly freight -

2016

AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Cape Air (KAP)							36,690	34,779	35,394	48,455		
Island Air (ISA)	closed	closed	closed	closed	closed	closed	closed	closed	closed	closed	closed	closed
Wiggins-FedEx							27,214	25,306	44,135	50,304		
Wiggins-UPS							5,623	1,953	5,939	5,373		
Monthly Total							69,527	62,038	85,468	104,132		
% Change Prior Year							-30.45%	-38.01%	-38.35%	-30.56%		

April 2015 vs. April 2016 Down - 30.56%
YTD Down - 14.10%

Freight	July	Aug	Sep	Oct	NOV	DEC	JAN	FEB	MAR	APR	Total	% Change
FY 2011	346,413.00	326,203.00	214,369.00	159,724.00	130,603.00	161,466.00	112,495.00	103,304.00	149,372.00	170,032.00	1,873,981.00	
FY 2012	318,119.00	240,682.00	170,392.00	152,629.00	161,493.00	161,511.00	127,359.00	117,287.00	140,523.00	159,985.00	1,749,980.00	-6.62%
FY 2013	333,381.00	347,503.00	219,192.00	173,335.00	168,204.00	177,381.00	140,018.00	121,076.00	141,791.00	169,638.00	1,991,519.00	13.80%
FY 2014	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	163,458.00	115,746.00	100,655.00	119,438.00	163,665.00	1,799,233.00	-9.66%
FY 2015	340,810.00	296,751.00	193,221.00	157,439.00	131,262.00	143,100.00	99,971.00	100,078.00	138,638.00	149,962.00	1,751,232.00	-2.67%
FY 2016	336,625.00	278,904.00	201,486.00	157,429.00	115,875.00	92,853.00	69,527.00	62,038.00	85,468.00	104,132.00	1,504,337.00	-14.10%



Nantucket Memorial Airport

May 2016 Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3	8	82	
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16	22	123	50.00%
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189	53.66%
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133	-29.63%
FY 2015 Calls	47	61	46	12	3	4	0	2	3	3	9	19	209	57.14%
FY 2016 Calls	72	55	14	1	2	11	0	1	2	0	10		168	



Nantucket Memorial Ai rport

May Noise Complaint Summary:

May 2016 – 10 Noise Complaints

- 4 complaints were received from one resident regarding Helicopter operations.
 - 2 resulted from Med Flights, and were not investigated further
 - 2 resulted from GA Helicopter operations
- 3 complaints were received from 3 residents regarding RW15 arrivals/RW33 departures, resulting from the closures of RW6/24 for maintenance.
- 2 complaints were received from 1 resident regarding IFR flights.
- 1 complaint was received regarding ground noise (a North Ramp prop plane, still under investigation).



**Nantucket Flying Association (NFA) Announces
9th Annual Aviation Camp ~ “The Sky’s the Limit”
Monday, June 27 - Friday, July 1, 2016 ~ 9 AM-5 PM
CAMP BASE: Nantucket Inn ~ Airport Road
Great Summer Program for Ages 8-16 !**



~ EXCITING AVIATION ACTIVITIES ~

- Learn why fixed-wing & rotary-wing aircraft fly!
- Take controls of aircraft w/highly experienced pilots
- Tour FAA ATC Tower & Airport Terminal & Facilities
- Look at Cape Air facilities from “behind the scenes”
- Build/launch rockets; Study aviation history & art
- Meet special guests and view cool aviation films
- Scavenger Hunt ~ Evening Event @ Observatory

**Tuition: \$450 ~ Snacks, Drinks, Experienced Counselors
~ Scholarships for year-round Nantucket residents ~**

**For applications and scholarship info, contact:
Betsey Sanpere, Camp Coordinator**

Phone: 508-221-2429 ~ e-mail: bsanpere@aol.com

ENJOY THIS GREAT ADVENTURE ~ LIMITED SPACES!